K&L|GATES

K&L Gates LLP
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August 7, 2012

Brian D. Koosed
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By Fax (212.435.7555)

Secretary
The Port Authority of New York and New Jersey
225 Park Avenue South, 17th Floor
New York, New York 10003
Attention: FOI Administrator

Re: FOI Reference No. 13376

To Whom It May Concern:

Pursuant to the Freedom of Information Code (the "Code") of the Port Authority of New York and New Jersey (the "Port Authority") and the letter, dated August 2, 2012, that we received from Daniel D. Duffy, FOI Administrator, we hereby submit this revised request for copies of the following Records:

- Those certain written communications between the Port Authority and JetBlue, Inc. ("JetBlue") that were created between January 1, 2007 and the present regarding the operation of food and beverage concessions at Terminal 5 at John F. Kennedy International Airport ("JFK Airport").
- Those certain written communications between the Port Authority and JetBlue that were created between January 1, 2007 and the present regarding food and beverage businesses that submitted bids to operate or lease space at Terminal 5 at JFK Airport ("T5").
- Those certain written lease agreements entered into by JetBlue and the Port Authority between January 1, 2007 and the present for the operation of T5.
- Those certain written communications between the Port Authority and OTG Management, Inc. or its affiliates (collectively, "OTG") that were created between January 1, 2007 and the present regarding the operation of food and beverage businesses at JFK Airport.
- Those certain written communications between the Port Authority and Eric Blatstein, an individual we understand is affiliated with OTG, that were

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created between January 1, 2007 and the present regarding the operation of food and beverage businesses at JFK Airport.

- Those certain operating licenses that the Port Authority has issued to or for the benefit of JetBlue and/or OTG between January 1, 2007 and the present regarding the operation of food and beverage businesses at T5.

- Those certain annual or semi-annual reports that OTG has submitted to the Port Authority between January 1, 2007 and the present regarding OTG's operation of food and beverage businesses at T5.

- Those certain written reports or filings that OTG has submitted to the Port Authority showing the amount of OTG's gross sales generated from its food and beverage businesses at T5 between January 1, 2007 and the present.

- Those certain written sanctions, condemnations, and/or reprimands that the Port Authority has issued to or against JetBlue and/or OTG between January 1, 2007 and the present regarding the operation of food and beverage businesses at T5.

- Those certain written reports summarizing or discussing investigations that the Port Authority conducted between January 1, 2007 and the present regarding OTG's operation of food and beverage businesses at T5.

- Those certain written communications or documents regarding Ashwood Capital, Inc. and/or Lawrence Twill that the Port Authority has created between January 1, 2007 and the present regarding the operation of food and beverage businesses at JFK Airport.

- Those certain FOI requests that OTG or Morrison Foerster LLP has submitted to the Port Authority between November 1, 2010 and the present regarding JetBlue, T5, OTG, Ashwood Capital, or Lawrence Twill.

If any document that is responsive to this request is withheld because of a claimed exemption, please describe the document with as much specificity as possible and state the reason(s) for the claimed exemption.

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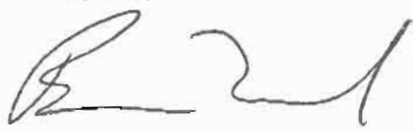
If there are fees in connection with the copying of these records, please send an invoice reflecting those costs and we will remit payment. If you are unable to fulfill this request, or need additional information, please contact me directly or via email.

Thank you for your attention to this matter.

Very truly yours,



Brian D. Koosed

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

May 21, 2014

Mr. Brian D. Koosed
K&L Gates
599 Lexington Avenue
New York, NY 10022-6030

Re: Freedom of Information Reference No. 13376

Dear Mr. Koosed:

This is in response to your July 31, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for copies of various records from January 1, 2007 to the present related to JetBlue, Inc., OTG Management Inc., OTG Management JFK, LLC, OTG Consolidated Holdings, Inc., OTG Management JFK, Inc. OTG JFK T5 Venture, LLC, Ashwood Capital, Inc. and/or Lawrence Twill, and FOI requests submitted to the Port Authority by OTG And/or Morrison Foerster LLP regarding JetBlue, T5, OTG, Ashwood Capital, or Lawrence Twill from January 1, 2010 to the present.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13376-LPA.pdf. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemptions (1), (2.a.), (3) and (4) of the Code.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

Attachment

225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555

Archive Date:03/08/2011

CASE No. 08004

COMPLIANT FORM

Log Number:	704	Case Number:	08004
Date Logged:	01/16/2008	Status:	C
Invest #:		Initials:	
Allegation:	Fraudulent MBE/WBE representation		

Complaint:

Therefore this investigation is closed.

Investigator:			
Complainant:		Complaint Source	
Subject's Department:		PA Location	
See Me:		Open/Close:	
Approved:		Disapproved:	
Date Approved:			
Case Approved By:		Date:	

Closing Memo:

PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
	Line item text								
A	OTG MANAGEMENT JFK - JAN 2007								
50	102918608	X	400602	03/12/2007	AYD361Y	9,267.68	333,530		
A	OTG MANAGEMENT JFK - JAN 2007								
50	102918608	X	400761	03/12/2007	ANB582X2	1,190.16	23,803		

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PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr Cost ctr. WBS element
50	102952938	X	400602	04/19/2007	AYD361XH	70,173.16	2,197,615	
B	OTG MANAGEMENT JFK - FEB 2007							
50	102952938	X	400602	04/19/2007	AYD361Y	9,841.84	372,726	
B	OTG MANAGEMENT JFK - FEB 2007							

*
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PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr.	WBS element
50	102974093	X	400602	05/10/2007	AYD361XH	80,761.18	2,538,008			
C	OTG MANAGEMNET - FOOD - MARCH 2007									
50	102974093	X	400602	05/10/2007	AYD361Y	11,326.82	418,138			
C	OTG MANAGEMENT - BEVERAGE - MARCH 2007									

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PK Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
50 102989933	X	400602	05/31/2007	AYD361XH	56,437.58	2,451,034		
D OTG MANANGEMENT - FOOD - APRIL 2007								
50 102989933	X	400602	05/31/2007	AYD361Y	7,915.42	401,157		
D OTG MANANGEMENT - ALCOHOLIC - APRIL 2007								

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PK	Doc no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
50	103038484	X	400602	07/09/2007	AYD361XH	67,062.21	2,541,388		
E	OTG MANAGEMENT JFK - MAY 2007								
50	103038484	X	400602	07/09/2007	AYD361Y	10,020.79	430,891		
E	OTG MANAGEMENT JFK - MAY 2007								
40	103038484	X	100013	07/09/2007		77,083.00-			

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PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross	Recpts/QTY	Profit ctr	Cost ctr.	
Line item text										NBS element	
50	103059061	X	400602	07/31/2007	AYD361XH	74,360.64		2,641,503			
F OTG MANANGEMENT - JUNE 2007											
50	103059061	X	400602	07/31/2007	AYD361Y	11,111.36		432,960			
F OTG MANANGEMENT - JUNE 2007											
40	103059061	X	100013	07/31/2007		85,472.00-					

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PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
50	103099285	X	400602	08/28/2007	AYD361XH	83,239.86	2,798,682		
G	OTG MANAGEMENT JFK - JUL 2007								
50	103099285	X	400602	08/28/2007	AYD361Y	12,438.14	417,405		
G	OTG MANAGEMENT JFK - JUL 2007								
40	103099285	X	100013	08/28/2007		95,678.00-			

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PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
50	103158478	X	400602	10/09/2007	AYD361XH	88,201.47	2,806,818		
H	OTG MANAGEMENT JFK - AUG 2007								
50	103158478	X	400602	10/09/2007	AYD361Y	13,179.53	444,706		
H	OTG MANAGEMENT JFK - AUG 2007								
40	103158478	X	100013	10/09/2007		121,438.75-			

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PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element	
50	103190153	X	400602	11/09/2007	AYD361XH	65,288.28	2,058,273			
I	OTG MANAGEMENT - SEPTEMBER 2007									
50	103190153	X	400602	11/09/2007	AYD361Y	9,755.72	353,032			
I	OTG MANAGEMENT - SEPTEMBER 2007									
40	103190153	X	100013	11/09/2007		75,044.00-				
										*
									0	*

PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
50	103213094	X	400602	12/07/2007	AYD361XH	73,803.84	2,312,627	A03307	
J	OTG MANAGEMENT - OCTOBER 2007								
50	103213094	X	400602	12/07/2007	AYD361Y	11,028.16	416,450	A03307	
J	OTG MANAGEMENT - OCTOBER 2007								
40	103213094	X	100013	12/07/2007		84,832.00-			

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PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
	Line item text								
40	103278516	X	400602	01/29/2008	AYD361XH	83,566.00-			A03307
K	OTG MANAGEMENT -CORRECTION 267588								
50	103278516	X	400602	01/29/2008	AYD361XH	69,359.78	2,280,641		A03307
K	OTG MANAGEMENT - NOVEMBER 2007								
50	103278516	X	400602	01/29/2008	AYD361Y	14,206.22	406,874		A03307
K	OTG MANAGEMENT - NOVEMBR 2007								

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PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
50	103267588	X	400602	01/23/2008	AYD361XH	83,566.00			A03307
K	OTG MANAGEMENT - NOV 2007								

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PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
50	103294999	X	400602	02/22/2008	AYD361XH	72,693.06	2,397,476		
L	OTG MANAGEMENT - DEC 2007								
50	103294999	X	400602	02/22/2008	AYD361Y	14,888.94	417,814		
L	OTG MANAGEMENT - DEC 2007								

* *

PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
50	103325189	X	400602	03/11/2008	AYD361XH	66,558.48	2,103,800		
A	OTG MANAGEMENT - JAN 2008								
50	103325189	X	400602	03/11/2008	AYD361Y	9,945.52	353,180		
A	OTG MANAGEMENT - JAN 2008								

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K	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
	ine item text								
0	103355575	X	400602	04/10/2008	AYD361XH	70,653.57	2,220,662	A03307	
	OTG MANAGEMENT JFK - FEB 2008								
0	103355575	X	400602	04/10/2008	AYD361Y	10,557.43	390,361	A03307	
	OTG MANAGEMENT JFK - FEB 2008								

PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
	Line item text								
C	SIGNATURE FLIGHTSUPPPORT - MAR 2008								
50	103369536	X	400602	04/30/2008	AYD361XH	81,261.48	2,561,616		
C	OTG MANAGEMENT - MAR 2008								
50	103369536	X	400602	04/30/2008	AYD361Y	12,142.52	439,715		
C	OTG MANAGEMENT - MAR 2008								

PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
	Line item text								
50	103415776	X	400602	06/13/2008	AYD361XH	55,992.33	2,418,888		
D	OTG MANAGEMENT JFK - APR 2008								
50	103415776	X	400602	06/13/2008	AYD361Y	8,366.67	428,603		
D	OTG MANAGEMENT JFK - APR 2008								

PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
50	103439433	X	400602	07/08/2008	AYD361XH	65,227.38	2,470,402		
E	OTG MANAGEMENT JFK - MAY 2008								
50	103439433	X	400602	07/08/2008	AYD361Y	9,746.62	425,701		
E	OTG MANAGEMENT JFK - MAY 2008								

PK	Doc.no.	BA	G/L Acct	Pstng date	Order	Amount	Gross Recpts/QTY	Profit ctr	Cost ctr. / WBS element
	Line item text								
50	103458721	X	400602	07/31/2008	AYD361XH	73,127.85	2,605,371		
	OTG MANAGEMENT JFK - JUN 2008								
50	103458721	X	400602	07/31/2008	AYD361Y	10,927.15	435,625		
	OTG MANAGEMENT JFK								

JFK T5	Nov-08
Food	$2,990,021

JFK T5	Dec-08
Food	$3,433,409

JFK T5	Jan-09
Food	$2,750,196

JFK T5	Feb-09
Food	$2,750,207

JFK T5	Mar-09
Food	$3,276,473

JFK T5	Apr-09
Food	$3,316,426

JFK T5	May-09
Food	$3,281,219

JFK T5	Jun-09
Food	$3,381,024

JFK T5	Jul-09
Food	$3,878,131

Aug 09

OTG

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,812,063.64
9b) Non-alcoholic beverage gross receipts:	$ 997,601.98
9c) Alcoholic beverage gross receipts:	$ 574,980.00
9d) Total Gross Receipts for All Units:	$ 4,384,645.62

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage re	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____) = enclosed check of $ -

20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: Philip J. Moran

Telephone Number: 610-521-6707 Ext 140

Send this report and amounts due to the Port Authority as follows:

Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

Send this report and amounts due to JetBlue as follows:

Via U.S. Mail
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

OR

Via Overnight Delivery to JetBlue:
Dallas Lockbox
Bank of America Lockbox Services
Lockbox 842124
1401 Elm Street
Dallas, TX 75202

9/24/09

Sept 09

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report

OTG

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,046,680.75
9b) Non-alcoholic beverage gross receipts:	$ 724,319.28
9c) Alcoholic beverage gross receipts:	$ 476,091.00
9d) Total Gross Receipts for All Units:	$ 3,247,091.03

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage re	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

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20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: Philip J. Moran

Telephone Number: 610-521-6707 Ext 140

10/23/09

Send this report and amounts due to the Port Authority as follows:

Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

Send this report and amounts due to JetBlue as follows:

Via U.S. Mail
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

OR

Via Overnight Delivery to JetBlue:
Dallas Lockbox
Bank of America Lockbox Services
Lockbox 842124
1401 Elm Street
Dallas, TX 75202

Oct 09

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,278,115.03
9b) Non-alcoholic beverage gross receipts:	$ 805,049.67
9c) Alcoholic beverage gross receipts:	$ 538,181.25
9d) Total Gross Receipts for All Units:	$ 3,621,345.95

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage re	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
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20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: Philip J. Moran

Telephone Number: 610-521-6707 Ext 140

Send this report and amounts due to the Port Authority as follows:

Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

11/30/09

Send this report and amounts due to JetBlue as follows:

Via U.S. Mail
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

OR

Via Overnight Delivery to JetBlue:
Dallas Lockbox
Bank of America Lockbox Services
Lockbox 842124
1401 Elm Street
Dallas, TX 75202

Nov 09

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report

AYD838

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,201,334.57
9b) Non-alcoholic beverage gross receipts:	$ 798,407.42
9c) Alcoholic beverage gross receipts:	$ 484,401.25
9d) Total Gross Receipts for All Units:	$ 3,484,143.24

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage re	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
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17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: [signature]

Telephone Number: 610-521-6707 Ext 140

12/28/09

Send this report and amounts due to the Port Authority as follows:

Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

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Via U.S. Mail
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

OR

Via Overnight Delivery to JetBlue:
Dallas Lockbox
Bank of America Lockbox Services
Lockbox 842124
1401 Elm Street
Dallas, TX 75202

Dec 09

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report

AYD838

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,536,080.64
9b) Non-alcoholic beverage gross receipts:	$ 919,155.55
9c) Alcoholic beverage gross receipts:	$ 567,870.75
9d) Total Gross Receipts for All Units:	$ 4,023,106.94

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage re	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

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16) Monthly MAG Payment Made: $ _____

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

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Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

1/29/10

Send this report and amounts due to JetBlue as follows:

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Dallas Lockbox
JetBlue
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OR

Via Overnight Delivery to JetBlue:
Dallas Lockbox
Bank of America Lockbox Services
Lockbox 842124
1401 Elm Street
Dallas, TX 75202

Jan 2010

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,197,147.10
9b) Non-alcoholic beverage gross receipts:	$ 811,160.72
9c) Alcoholic beverage gross receipts:	$ 491,812.20
9d) Total Gross Receipts for All Units:	$ 3,500,120.02

AYD838

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage re	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $

16) Monthly MAG Payment Made: $

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ ,ess MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ enclosed check of $ -

20) Certified by:

Print name:	Philip J. Moran
Title:	Corporate Controller
Signature:	Philip J. Moran
Telephone Number:	610-521-6707 Ext 140

Send this report and amounts due to the Port Authority as follows:

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Bank of America Lockbox Services
Lockbox 842124
1401 Elm Street
Dallas, TX 75202

4/24/10

Feb 2010

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,093,509.02
9b) Non-alcoholic beverage gross receipts:	$ 764,343.62
9c) Alcoholic beverage gross receipts:	$ 504,390.87
9d) Total Gross Receipts for All Units:	$ 3,362,243.51

AYD838

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage re	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ .ess MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: Philip J. Moran

Telephone Number: 610-521-6707 Ext 140

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Lockbox 842124
1401 Elm Street
Dallas, TX 75202

3/24/10

March 2010

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,687,422.38
9b) Non-alcoholic beverage gross receipts:	$ 990,737.74
9c) Alcoholic beverage gross receipts:	$ 617,075.68
9d) Total Gross Receipts for All Units:	$ 4,295,235.80

PAID 638

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages.	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage re	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

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4/23/10

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Bank of America Lockbox Services
Lockbox 842124
1401 Elm Street
Dallas, TX 75202

April 2010

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report

OTG

AV08838

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,405,684.49
9b) Non-alcoholic beverage gross receipts:	$ 869,167.06
9c) Alcoholic beverage gross receipts:	$ 531,525.05
9d) Total Gross Receipts for All Units:	$ 3,806,376.60

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage re	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

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Dallas, TX 75202

5/17/10

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending May 31, 2010

OTG

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,513,806.87
9b) Non-alcoholic beverage gross receipts:	$ 928,877.34
9c) Alcoholic beverage gross receipts:	$ 574,597.43
9d) Total Gross Receipts for All Units:	$ 4,017,281.64

AYD838

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage re	
13c) Alcoholic beverage percentage rent:	%

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ ess MAG Paid $ _____ = enclosed check of $ -

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Dallas, TX 75284-2124

OR

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Bank of America Lockbox Services
Lockbox 842124
1401 Elm Street
Dallas, TX 75202

6/28/10

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending June 30, 2010

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,561,136.92
9b) Non-alcoholic beverage gross receipts:	$ 932,108.99
9c) Alcoholic beverage gross receipts:	$ 542,273.90
9d) Total Gross Receipts for All Units:	$ 4,035,519.81

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage re	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Phillip J. Moran

Title: Corporate Controller

Signature: Phillip J. Moran

Telephone Number: 610-521-6707 Ext 140

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Bank of America Lockbox Services
Lockbox 842124
1401 Elm Street
Dallas, TX 75202

7/19/10

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending July 31, 2010

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,978,296.50
9b) Non-alcoholic beverage gross receipts:	$ 1,085,338.24
9c) Alcoholic beverage gross receipts:	$ 609,987.23
9d) Total Gross Receipts for All Units:	$ 4,673,621.97

AVD838

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$ _____ (Includes Tier 1 % rent @ 12% of $29,387.73 and Tier 2 % rent @ 13.5% of $515,529.50.)
14b) Non-Alcoholic beverages (Incl above):	$ -
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ _____

16b) Less: Prior Accumulated credits applied $ _____

17) Monthly Rent Due: $ _____

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ _____

19) 20% of Monthly Rent Due to Port Authority: $ _____ ess MAG Paid $ _____ = enclosed check of $ _____

20) Certified by:

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Title: Corporate Controller

Signature: Phil J Moran

Telephone Number: 610-521-6707 Ext 140

8/31/10

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Philadelphia, PA 19595-1517

Send this report and amounts due to JetBlue as follows:

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P.O. Box 842124
Dallas, TX 75284-2124

OR

Via Overnight Delivery to JetBlue:
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Bank of America Lockbox Services Infomart
Lockbox 842124
1950 N. Stemmons Frwy
Suite 5010
Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending August 31, 2010

AP838

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,858,814.75
9b) Non-alcoholic beverage gross receipts:	$ 1,044,525.85
9c) Alcoholic beverage gross receipts:	$ 588,645.31
9d) Total Gross Receipts for All Units:	$ 4,491,985.91

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

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Telephone Number: 610-521-6707 Ext 140

9/28/10

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1950 N. Stemmons Frwy
Suite 5010
Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending September 30, 2010

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,280,455.02
9b) Non-alcoholic beverage gross receipts:	$ 820,286.44
9c) Alcoholic beverage gross receipts:	$ 580,721.51
9d) Total Gross Receipts for All Units:	$ 3,681,462.97

AYD838

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ ess MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: Philip J. Moran

Telephone Number: 610-521-6707 Ext 140

10/28/10

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Suite 5010
Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending October 31, 2010

OTG

AV0838

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,517,349.21
9b) Non-alcoholic beverage gross receipts:	$ 869,935.45
9c) Alcoholic beverage gross receipts:	$ 607,730.85
9d) Total Gross Receipts for All Units:	$ 3,995,015.51

10) Total Catering Gross Receipts for ALL UNITS: $ _____ Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ enclosed check of $ -

20) Certified by:

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Title: Corporate Controller

Signature: Philip J. Moran

Telephone Number: 610-521-6707 Ext 140

12/22/10

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Suite 5010
Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending November 30, 2010

OIG

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,361,707.83
9b) Non-alcoholic beverage gross receipts:	$ 799,002.30
9c) Alcoholic beverage gross receipts:	$ 529,451.60
9d) Total Gross Receipts for All Units:	$ 3,690,161.73

AP0838

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: Philip J. Moran

Telephone Number: 610-521-6707 Ext 140

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12/28/10

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Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending December 31, 2010

AND838

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,535,748.27
9b) Non-alcoholic beverage gross receipts:	$ 874,226.56
9c) Alcoholic beverage gross receipts:	$ 558,980.72
9d) Total Gross Receipts for All Units:	$ 3,968,955.55

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$ (Includes Tier 2 % rent @ 13.5% of 354,940.13 and Tier 3 % rent @ 14.0% of $109,310.42)
14b) Non-Alcoholic beverages (Incl above):	$ -
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ ss MAG Paid $ _____ = enclosed check of $ -

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20) Certified by:

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Title: Corporate Controller

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Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

Send this report and amounts due to JetBlue as follows:

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JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

OR

Via Overnight Delivery to JetBlue:
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Bank of America Lockbox Services Infomart
Lockbox 842124
1950 N. Stemmons Frwy
Suite 5010
Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending January 31, 2011

AP0838

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,097,567.67
9b) Non-alcoholic beverage gross receipts:	$ 722,777.08
9c) Alcoholic beverage gross receipts:	$ 452,507.09
9d) Total Gross Receipts for All Units:	$ 3,272,851.84

10) Total Catering Gross Receipts for ALL UNITS: $ - (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$
14b) Non-Alcoholic beverages (Incl above):	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: Philip J. Moran

Telephone Number: 610-521-6707 Ext 140

2/28/11

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Dallas, TX 75207

PA LAW DEPARTMENT
308472

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending February 28, 2011

udy 838

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,140,822.61
9b) Non-alcoholic beverage gross receipts:	$ 704,204.34
9c) Alcoholic beverage gross receipts:	$ 489,386.29
9d) Total Gross Receipts for All Units:	$ 3,334,413.24

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$
14b) Non-Alcoholic beverages (Incl above):	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ _____

16b) Less: Prior Accumulated credits applied $ _____

17) Monthly Rent Due: $ _____

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ _____

19) 20% of Monthly Rent Due to Port Authority: $ _____ ess MAG Paid $ _____ = enclosed check of $ _____

20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: Philip J. Moran

Telephone Number: 610-521-6707 Ext 140

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Suite 5010
Dallas, TX 75207

3/25/11

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending March 31, 2011

OTG

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,681,574.66
9b) Non-alcoholic beverage gross receipts:	$ 875,145.17
9c) Alcoholic beverage gross receipts:	$ 651,578.90
9d) Total Gross Receipts for All Units:	$ 4,208,298.73

aug 5.38

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$
14b) Non-Alcoholic beverages (Incl above):	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: _____

Telephone Number: 610-521-6707 Ext 140

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Dallas, TX 75207

4/22/11

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending March 31, 2011

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,681,574.66
9b) Non-alcoholic beverage gross receipts:	$ 875,145.17
9c) Alcoholic beverage gross receipts:	$ 651,578.90
9d) Total Gross Receipts for All Units:	$ 4,208,298.73

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$
14b) Non-Alcoholic beverages (Incl above)	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $

16) Monthly MAG Payment Made: $

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature:

Telephone Number: 610-521-6707 Ext 140

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Bank of America Lockbox Services Infomart
Lockbox 842124
1950 N. Stemmons Frwy
Suite 5010
Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending April 30, 2011

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,538,336.57
9b) Non-alcoholic beverage gross receipts:	$ 865,836.28
9c) Alcoholic beverage gross receipts:	$ 594,065.53
9d) Total Gross Receipts for All Units:	$ 3,998,238.38

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: _____

Telephone Number: 610-521-6707 Ext 140

5/23/11

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Bank of America Lockbox Services Infomart
Lockbox 842124
1950 N. Stemmons Frwy
Suite 5010
Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending June 30, 2011

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,627,275.23
9b) Non-alcoholic beverage gross receipts:	$ 877,862.53
9c) Alcoholic beverage gross receipts:	$ 590,671.99
9d) Total Gross Receipts for All Units:	$ 4,095,809.75

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$
14b) Non-Alcoholic beverages:	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ .ess MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: _____

Telephone Number: 610-521-6707 Ext 140

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7/20/11

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Bank of America Lockbox Services Infomart
Lockbox 842124
1950 N. Stemmons Frwy
Suite 5010
Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending July 31, 2011

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,948,177.20
9b) Non-alcoholic beverage gross receipts:	$ 1,005,295.88
9c) Alcoholic beverage gross receipts:	$ 597,573.69
9d) Total Gross Receipts for All Units:	$ 4,551,046.77

dgt 538

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$
14b) Non-Alcoholic beverages (Incl above):	
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $

16) Monthly MAG Payment Made: $

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Philip J. Moran

Title: Corporate Controller

Signature: _____

Telephone Number: 610-521-6707 Ext 140

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Philadelphia, PA 19595-1517

8/9/11

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Dallas Lockbox
Bank of America Lockbox Services Infomart
Lockbox 842124
1950 N. Stemmons Frwy
Suite 5010
Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending August 31, 2011

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

AYD838

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,878,109.91
9b) Non-alcoholic beverage gross receipts:	$ 956,339.41
9c) Alcoholic beverage gross receipts:	$ 602,860.60
9d) Total Gross Receipts for All Units:	$ 4,437,309.92

10) Total Catering Gross Receipts for ALL UNITS: $

11) Monthly Minimum Annual Guarantee: $

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$
14b) Non-Alcoholic beverages (Incl above):	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $

16) Monthly MAG Payment Made: $

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ Less MAG Paid $ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ Less MAG Paid $ = enclosed check of $ -

20) Certified by:

Print name: Angel Schoch

Title: Senior Accountant

Signature:

Telephone Number: 610-521-6707 Ext 113

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Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

9/20/11

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Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending September 30, 2011

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,383,512.44
9b) Non-alcoholic beverage gross receipts:	$ 761,945.98
9c) Alcoholic beverage gross receipts:	$ 582,733.43
9d) Total Gross Receipts for All Units:	$ 3,728,191.85

AY0838

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$
14b) Non-Alcoholic beverages (Incl above):	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ .ess MAG Paid $ _____ enclosed check of $ -

20) Certified by:

Print name: Angel Schoch

Title: Senior Accountant

Signature: _____

Telephone Number: 610-521-6707 Ext 113

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Philadelphia, PA 19595-1517

10/20/11

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Suite 5010
Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending October 31, 2011

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,474,734.44
9b) Non-alcoholic beverage gross receipts:	$ 694,315.81
9c) Alcoholic beverage gross receipts:	$ 609,952.65
9d) Total Gross Receipts for All Units:	$ 3,779,002.90

AV 08338

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$
14b) Non-Alcoholic beverages (Incl above):	$
14d) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Angel Schoch

Title: Senior Accountant

11/18/11

Signature: _____

Telephone Number: 610-521-6707 Ext 113

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Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending November 30, 2011

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

MYD538

9) Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$	2,580,036.27
9b) Non-alcoholic beverage gross receipts:	$	919,458.34
9c) Alcoholic beverage gross receipts:	$	553,668.55
9d) Total Gross Receipts for All Units:	$	4,053,163.16

10) Total Catering Gross Receipts for ALL UNITS: $ _____ (Per lease, these sales are excluded from above gross receipts.)

11) Monthly Minimum Annual Guarantee: $ _____ (Total Monthly MAG to JetBlue and Port Authority)

12) YTD Gross Receipts by Category

12a) Food:	$	
12b) Non-Alcoholic beverages:	$	
12c) Alcoholic beverages:	$	

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$	
14b) Non-Alcoholic beverages (Incl above):	$	
14c) Alcoholic beverages:	$	
14d) Total Percentage Rent:	$	

15) Monthly Rent (higher of % rent or MAG): $ _____

16) Monthly MAG Payment Made: $ _____

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ _____ Less MAG Paid $ _____ = enclosed check of $ -

20) Certified by:

Print name: Amy Chapman

Title: Assistant Controller

Signature: _____

Telephone Number: 610-521-6707 Ext 105

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Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Food Service Gross Sales and Rent Report
For Month Ending December 31, 2011

PART 2 - COMPLETE FOR TOTAL OF ALL FOOD SERVICE UNITS IN T5

9)Total Gross Receipts for ALL UNITS

9a) Food gross receipts:	$ 2,857,990.24
9b) Non-alcoholic beverage gross receipts:	$ 849,689.82
9c) Alcoholic beverage gross receipts:	$ 578,626.32
9d) Total Gross Receipts for All Units:	$ 4,286,306.38

AVD838

10) Total Catering Gross Receipts for ALL UNITS: $

11) Monthly Minimum Annual Guarantee: $

12) YTD Gross Receipts by Category

12a) Food:	$
12b) Non-Alcoholic beverages:	$
12c) Alcoholic beverages:	$

13) Percentage Rental Rate by Category

13a) Food percentage rent:	
13b) Non-alcoholic beverage percentage rent:	
13c) Alcoholic beverage percentage rent:	

14) Percentage Rent by Category

14a) Food and Non-Alcoholic Beverages:	$
14b) Non-Alcoholic beverages (Incl above):	$
14c) Alcoholic beverages:	$
14d) Total Percentage Rent:	$

15) Monthly Rent (higher of % rent or MAG): $

16) Monthly MAG Payment Made: $

16a) Excess of % Rent over MAG $ -

16b) Less: Prior Accumulated credits applied $ -

17) Monthly Rent Due: $ -

18) 80% of Monthly Rent Due to JetBlue: $ Less MAG Paid $ = enclosed check of $ -

19) 20% of Monthly Rent Due to Port Authority: $ Less MAG Paid $ = enclosed check of $ -

20) Certified by:

Print name: Amy Chapman

Title: Assistant Controller

Signature:

Telephone Number: 610-521-6707 Ext 105

1/24/12

Send this report and amounts due to the Port Authority as follows:

Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

Send this report and amounts due to JetBlue as follows:

Via U.S. Mail
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

OR

Via Overnight Delivery to JetBlue:
Dallas Lockbox
Bank of America Lockbox Services Infomart
Lockbox 842124
1950 N. Stemmons Frwy
Suite 5010
Dallas, TX 75207

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

T5

Subtenant:	OTG JFK T5 Venture, LLC	**Unit / Product Category:**	
Date Submitted:	2/20/2012	**For the month ending:**	1/31/2012

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1). Food		
2). Beverages		
3). Liquor		
4).		
TOTAL	$3,604,032.38	
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts in Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference: *Total Percentage Rent Due * 80% for F&B Concessionaires, 50% for Retail*	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference: *Total Percentage Rent Due * 20% for F&B Concessionaires, 50% for Retail*	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Amy Chapman
Title of Officer:	Assistant Controller
Telephone Number:	610-521-6707
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionersaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number: 3053 – 5444
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
Lockbox 842124
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1617
Philadelphia, PA 19195-1617

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

T5

AV283X

Subtenant:	OTG JFK T5 Venture, LLC	Unit / Product Category:	
Date Submitted:	3/20/2012	For the month ending:	2/29/2012

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1). Food		
2). Beverages		
3). Liquor		
4).		
TOTAL	$3,707,130.87	
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		3/20/12
Percentage Rent Due to JetBlue | Payment Reference: *Total Percentage Rent Due * 80% for F&B Concessionaires, 50% for Retail*	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference: *Total Percentage Rent Due * 20% for F&B Concessionaires, 50% for Retail*	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Amy Chapman
Title of Officer:	Assistant Controller
Telephone Number:	610-521-6707
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number: 3053 – 5444
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
Lockbox 842124
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	OTG JFK T5 Venture, LLC	Unit / Product Category:	
Date Submitted:	4/20/2012	For the month ending:	3/31/2012

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*	$662,921.05	
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1). Food		
2). Beverages		
3). Liquor		
4).		
TOTAL	$4,557,078.08	
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference: *Total Percentage Rent Due * 80% for F&B Concessionaires, 50% for Retail*	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference: *Total Percentage Rent Due * 20% for F&B Concessionaires, 50% for Retail*	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Amy Chapman
Title of Officer:	Assistant Controller
Telephone Number:	610-521-6707
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number: 3053 – 5444
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
Lockbox 842124
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	OTG JFK T5 Venture, LLC	**Unit / Product Category:**	
Date Submitted:	5/18/2012	**For the month ending:**	4/30/2012

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		PY/D838
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1). Food		
2). Beverages		
3). Liquor		
4).		
TOTAL	$4,158,591.49	
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		5/18/12
Percentage Rent Due to JetBlue | Payment Reference: *Total Percentage Rent Due * 80% for F&B Concessionaires, 50% for Retail*	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference: *Total Percentage Rent Due * 20% for F&B Concessionaires, 50% for Retail*	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Amy Chapman
Title of Officer:	Assistant Controller
Telephone Number:	610-521-6707
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number: 3053 – 5444
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
Lockbox 842124
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	OTG JFK T5 Venture, LLC	Unit / Product Category:	
Date Submitted:	6/20/2012	For the month ending:	5/31/2012

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		AWD838
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1). Food		
2). Beverages		
3). Liquor		
4).		
TOTAL	$4,085,701.37	
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
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Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		6/21/12
Percentage Rent Due to JetBlue | Payment Reference: *Total Percentage Rent Due * 80% for F&B Concessionaires, 50% for Retail*	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference: *Total Percentage Rent Due * 20% for F&B Concessionaires, 50% for Retail*	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Amy Chapman
Title of Officer:	Assistant Controller
Telephone Number:	610-521-6707
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

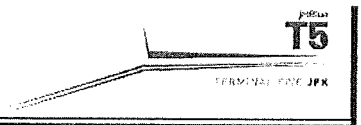
ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number: 3053 – 5444
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
Lockbox 842124
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report



Subtenant:	OTG JFK T5 Venture, LLC	Unit / Product Category:	
Date Submitted:	7/20/2012	For the month ending:	6/30/2012

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*	$662,921.05	
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1). Food		
2). Beverages		
3). Liquor		
4).		
TOTAL	$4,397,822.09	
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference: *Total Percentage Rent Due * 80% for F&B Concessionaires, 50% for Retail*	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference: *Total Percentage Rent Due * 20% for F&B Concessionaires, 50% for Retail*	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ariella Yang-Chen
Title of Officer:	Financial Reporting Manager
Telephone Number:	347-226-7675
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number: 3053 – 5444
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
Lockbox 842124
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

CONSENT TO SUBLEASE AGREEMENT

among

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

JETBLUE AIRWAYS CORPORATION
(Lessee)

and

TAXCO STERLING CO., INC. d/b/a TAXCO STERLING
(Sublessee)

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

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-813
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of September 24, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **TAXCO STERLING CO., INC., dba Taxco Sterling** ("*Sublessee*"), a corporation organized and existing under the laws of the State of Virginia with an office and place of business at 10282 Johns Hollow Road, Vienna, Virginia 22182, whose representative is Josh Briggs, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

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

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

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or

approval thereto under this Consent, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Section 2.04 "Delivery of Premises; Concessionaire's Work Generally" – In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement

Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(2) For avoidance of doubt, in the Sublease definitions of Port Authority Share and Sublandlord Share, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease).

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

5. Required Port Authority Consent. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of,

relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph.

8. Compliance with Laws. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way

(i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, representatives, agents, contractors, members (in their capacity as members of the Sublessee if it is a limited liability entity), managers (in their capacity as managers of the Sublessee if it is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee if it is a limited liability entity), managers (in their capacity as managers of the Sublessee if it is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of

the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

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

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at

any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

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

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to

the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

(i) "*Basic Lease*" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the

City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

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

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

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

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

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

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

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

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

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

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

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

18. Inspection.

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

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

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

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee

for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premies equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

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

22. Business Development and Records.

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

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

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall

separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

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

(vii) in those situations where the books and records have been generated from

computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

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

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

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

(c) Without implying any limitation on the rights or remedies of the Port Authority or of the Airline under this Consent or otherwise including without limitation the right of the Port Authority to revoke this Consent for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not

maintained in English, then the Sublessee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

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

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

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

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the

Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) With respect to the letter of credit as security for the Port Authority, in connection with the Sublease, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Twenty Five Thousand Six Hundred Dollars and No Cents ($25,600.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

26. Third Party Beneficiary; Enforcement. The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of

any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport.

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

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances, including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee, subject to applicable laws and regulations.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of

a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations regarding human resources and employment matters, to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law. Anything in the Sublease to the contrary notwithstanding, the effect and meaning of this Consent and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

30. No Personal Liability. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

31. Entire Agreement; Amendment. This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst. Director, CCAS

(Seal)

ATTEST:

Secretary

TAXCO STERLING CO., INC.

By _____

(Printed Name) Sirilak Briggs

(Title) President

(Corporate Seal)

TAXCO STERLING CO., INC. July 1995 VIRGINIA

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By _____

(Printed Name) George Saxon

(Title) Vice President

(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
MB	SB

gwe

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

$47.78 SO

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed ~~$30~~ million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____
Secretary

By_____

(Title)_____

(Seal)

ATTEST:

TAXCO STERLING CO., INC.

_____
Secretary

By_____
(Printed Name)_____

(Title)_____ President
(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By_____
(Printed Name):

(Title)_____ President
(Corporate Seal)

SCHEDULE G

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

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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 $30million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are

controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

_____
For the Port Authority

SM
_____
For the Sublessee

_____
For the Airline

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.

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Initialed:

_____
For the Port Authority

_____
For the Sublessee

_____
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:	FOR THE UNION:
[Insert Name of Company]	[Insert Name of Labor
Organization]	
BY:_____	BY:_____
DATE:_____	DATE:_____

EXECUTION

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

TAXCO STERLING CO., INC. dba Taxco Sterling, Concessionaire

Dated as of September __, 2008

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of September __, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and TAXCO STERLING CO., INC., a Virginia corporation dba Taxco Sterling having an office at 10282 Johns Hollow Road, Vienna, Virginia 22182 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, as set forth in a written notice to Concessionaire.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful

death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

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

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

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

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

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

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) the day preceding the eighth (8th) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately

stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products, to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed twenty percent (20%), required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed twenty percent required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures,

equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

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

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth in Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Office/Storage Rent" has the meaning set forth in Section 3.02.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by

Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than September 22, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concession Premises, subject to the limitations set forth in Article VI of this Sublease: operation of a retail business selling sterling silver jewelry with and without colored stones, including bracelets, earrings, necklaces, and belts; sterling silver objects, including animals and platters; and jewelry accessories, such as travel cases and polishing cloths; general and administrative offices (office portions of the Concession Premises only); and storage (storage portions of the Concession Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

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

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional

Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public in the Concessionaire Premises, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means Fifty Percent (50%) with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and

completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Buildout Costs, using straight line amortization over an eight (8) year period beginning on the Rent Commencement Date, calculated on a daily basis using a 365 day year.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term. The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than eight (8) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term (a) without cause upon not less than thirty (30) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until September 22, 2008 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further

agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION

OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after January 1, 2009 (the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to January 1, 2009, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

(d) The Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date shall be based on enplaned passenger projections of enplanements (the "Estimated Year 1 Enplanements"). Notwithstanding the foregoing, if on the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, the Minimum Annual Guarantee is less than the Minimum Annual Guarantee shall automatically increase to an amount equal to plus annual escalations through such date as though was the Minimum Annual Guarantee for the first year

following the Monthly MAG Commencement Date, and the Monthly MAG Payment shall be adjusted accordingly, and thereafter the Minimum Annual Guarantee shall escalate on an annual basis in accordance with the escalation formulas set forth in the definition of Minimum Annual Guarantee above. Such determination of the change in enplanements shall be made by Sublandlord in good faith and set forth in a notice to Concessionaire.

SECTION 3.02 Reconciliation. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any Annual Period exceeds the total Rent due and owing for such Annual Period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment and the Monthly Office/Storage Rent, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following

information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made by mail to JetBlue Airways Corporation, 19 Old Kings Highway South, Darien, Connecticut 06820, Attn: Accounts Payable, or via the following wire transfer instructions:

Bank: Citibank N.A.
ABA Number: 021000089
Account Number:

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

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

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

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify

each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

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

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts

of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port

Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and

that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1)

approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings. If Concessionaire fails to provide such as-built drawings in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord or the Port Authority of the rights granted under this paragraph entitle Concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent

fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of One Hundred Thousand Dollars ($100,000) (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, (ii) the Initial Buildout Costs, and (iii) all Mid-Term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the eighth (8th) anniversary of the Rent Commencement Date as result of a Discretionary Revocation under Section 25.18 or for any other reason other than (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment.

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due to Concessionaire, arising from or related to a termination or expiration of the Sublease as described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to

Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive, consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Buildout Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell retail merchandise and services to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell the items listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may from time to time be amended by Sublandlord. Concessionaire must submit a written request for such changes to the Sublandlord Concession Manager for review and Concessionaire must receive written authorization from the Sublandlord Concession Manager before menu items may be added or prices may be increased.

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease

new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire 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 consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Lease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply

with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

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

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation. Concessionaire hereby represents, warrants, and covenants as follows:

(a) Concessionaire was selected as a Airport Concessions Disadvantaged Business Enterprise (an "ACDBE"), and its subtenancy under this Sublease is subject to the provisions of this Section and the requirements set forth in Exhibit H attached hereto.

(b) Concessionaire shall use the Concessionaire Premises, and shall keep and maintain the necessary books of account and records, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 23, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(c) Concessionaire is now, or will be prior to the Operational Commencement Date, qualified as an ACDBE to the extent and by virtue of an ACDBE participation of at least One Hundred Percent (100%) of Concessionaire's Gross Receipts for each Annual Period throughout the Term of this Sublease. Concessionaire shall, at all times during the Term, maintain its status and qualification as such pursuant to the requirements set forth in this Section and Exhibit H attached hereto. In furtherance of the foregoing:

(i) Any ACDBE participation agreement between Concessionaire and its selected ACDBE shall provide for meaningful involvement of the ACDBE in the activities, management, operations and revenues of the Concessionaire operations. Concessionaire shall provide written quarterly reports to Sublandlord, in form and detail reasonably satisfactory to Sublandlord, as to the ACDBE participation. At any time the ACDBE participation level drops below the established ACDBE participation goal stated in this Section, Concessionaire shall take immediate corrective measures to ensure that the ACDBE participation is increased to the established participation goal. Concessionaire shall provide written reports to the Sublandlord documenting such efforts. For a period of at least six (6) months, Concessionaire shall provide assistance to its ACDBE participants, including administrative support, purchasing, inventory control, and management and marketing techniques; and

(ii) If Concessionaire determines an ACDBE is unwilling or unable to perform satisfactorily under this Sublease, Concessionaire shall immediately replace such ACDBE with another ACDBE, maintaining or exceeding the participation percentage of

the substituted ACDBE. Requests for substitutions must be submitted to the Sublandlord and the Port Authority for approval prior to substitution.

(d) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any ACDBE provisions in this Sublease, Sublandlord and the Port Authority may take appropriate action to enforce compliance, or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from either Sublandlord or the Port Authority, Sublandlord or the Port Authority, as the case may be, shall have the right to terminate this Sublease and the letting hereunder, and with respect to any such termination by the Port Authority such termination shall have the same force and effect as a revocation of the Consent, or Sublandlord and the Port Authority may pursue such other remedies as may be provided by law.

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

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall remain open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least the last actual departure at the Master Lease Premises on such day. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation. The minimum hours of operation for the first ninety (90) days following the Operational Commencement Date shall be as follows:

Minimum Hours of Operation

(Table to be completed with the minimum hours of operation for each unit included in Concessionaire Premises per the RFP or Proposal, whichever are longer):

Unit	Minimum Hours of Operation

34EC	5:30 am to 10:30 pm, Daily
The following units must be open and ready to serve customers when the security screening checkpoint opens.	

After the first ninety (90) days following the Operational Commencement Date of each specific location constituting part of the Concessionaire Premises, the hours of operation may be changed upon submittal of a specific and substantiated request by Concessionaire and receipt of prior written approval from Sublandlord.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandising Plan. Concessionaire shall sell the items listed in Exhibit J in the designated locations, also listed in Exhibit J. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or

condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer a 20% discount on the price of all products and merchandise, excluding reading material and tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all

applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the

non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or

redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Mid-Term Refurbishment.

(a) Prior to the last one hundred eighty (180) days of the third anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first ninety (90) days after the third anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to

consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such refurbishments shall be a minimum of for the Concessionaire Premises. All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require

Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute a Tenant Services Agreement in substantially the form of Exhibit M attached hereto and such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within fifteen (15) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior

month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience

or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$5,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Host Liquor Liability	$5,000,000 OCC
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	$100% of Replacement Value of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority

without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal

amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Unless otherwise agreed to, prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay the construction deposit as detailed in Section 6.09 of the Tenant Design Manual.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention

exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements

and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed

of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to

provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also

be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire (i) is a corporation or limited liability company whose stock or membership interests, as the case may be, are publicly traded on a national securities exchange or on the "over-the-counter" market, and (ii) fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, then Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs, provided that Sublandlord shall have no obligation to reimburse Concessionaire for its Unamortized Capital Investment as a result of any such termination.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the

untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Total Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is totally destroyed or damaged by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until (i) such space is repaired and restored, (ii) such space is temporarily replaced with other space reasonably sufficient to allow Concessionaire to operate, if such space is reasonably available, or (iii) this Sublease terminates, as the case may be, all in accordance with this Section. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In either such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire during any repair or restoration period or upon a termination of this Sublease as set forth above.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord and the Port Authority immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within fifteen (15) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps-necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire a five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after

the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of

the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used

in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within,

upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

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

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

(b) Upon the expiration or sooner termination of the Master Lease, Concessionaire shall remove, obliterate or paint out, as the Port Authority may direct, any and all

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

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord (a) the right to list Concessionaire's name on its website, and (b) a non-exclusive license to use Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a

similar or better layout as the Concessionaire Premises, as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business, whereupon, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures.

Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against

Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until the Port Authority grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

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

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

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

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by

Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or

reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

Taxco Sterling Co., Inc.
10282 Johns Hollow Road
Vienna, Virginia 22182
Attention: Joshua A. Briggs

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, Sublandlord institutes any action or proceeding against Concessionaire relating to the provisions of this Sublease or any default hereunder, Concessionaire shall reimburse Sublandlord for the costs expenses, including reasonable attorneys' fees and disbursements, incurred by Sublandlord, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release.

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then, provided that no Event of Default has occurred, Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of Twenty-Five Thousand Five Hundred Ninety-Three and 75/100 Dollars ($25,593.75) (such amount representing Sublandlord's Share of the Monthly MAG Payment due during the year commencing on the Monthly MAG Commencement Date multiplied by six (6)). The form

and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount set forth in the Consent. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire

Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name: Geary Sauer
Title: Vice President CRE

TAXCO STERLING CO., INC.
dba Taxco Sterling

By: _____
Name: Sirilak Briggs
Title: President

EXECUTION

COPY

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

TAXCO STERLING CO., INC. dba Taxco Sterling, Concessionaire

Dated as of September 11, 2008

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	**Approximate Sq. Ft.**	**Location**
Leasable Concession Space		
34EC	120	JFK T5 – East Concourse, Post-Security
Leasable Office and Storage Space		

EXHIBIT B

RESERVED

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

As set forth in TAA #Y-8098.

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

[Concessionaire's Product and Price List by Location and Category,
as proposed by Concessionaire and accepted by Sublandlord]

Taxco Sterling
Merchandise Categories and Price Range

Sterling Silver Rings (with and without gemstones)	$20-$200
Sterling Silver Earrings (with and without gemstones)	$20-$100
Sterling Silver Bracelets (with and without gemstones)	$30-$300
Sterling Silver Necklaces (with and without gemstones)	$50-$2500
Sterling Silver Pendants (with and without gemstones)	$25-$300
Sterling Silver Cuff Links (wi th and without gemstones)	$40-$100
Sterling Silver Money Clip (with and without gemstones)	$40-$100
Sterling Silver Men's Jewelry (with and without gemstones)	$40-$250
14kt and 18kt Gold Rings (with and without gemstones)	$300-$3,000
14kt and 18kt Gold Earrings (with and without gemstones)	$100-$1,000
14kt and 18kt Gold Bracelets (with and without gemstones)	$200-$2,000
14kt and 18kt Gold Necklaces (with and without gemstones)	$300-$3,000
14kt and 18kt Gold Pendants (with and without gemstones)	$200-$2,000
14kt and 18kt Gold Cuff Links (with and without gemstones)	$250-$1500
Tungsten and Titanium Men's Rings	$60-$200
Tungsten and Titanium Men's Necklaces	$80-$300
Tungsten and Titanium Men's Cuff Links	$75-$300
Tungsten and Titanium Men's Bracelets	$80-$300
Tungsten and Titanium Men's Accessories	$100-$300
Silver and Stone Home Décor/Castillo Collection	$100-$2500
Silver Sculpture/D'Argenta Collection	$300-$9000
Silver and Stone Zanfeld Collection	$75-$250

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises:

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

ATM's

Hotel, motel, or ground transportation reservation information

Food and beverages of any kind

Wi-Fi services

Newspapers and magazines

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

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

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H
(Schedule G to the Consent)

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint 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 Concessionaire in its performance of the Sublease, Concessionaire shall use, to the maximum extent feasible and consistent with 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, 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.

ARTICLE XXVI. QUALIFICATION AS AN ACDBE

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

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

or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the 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 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.

Concessionaire's breach of its obligations under 49 CFR Part 23 shall be a default by Concessionaire and shall entitle the Port Authority to exercise all of its contractual and legal remedies including revocation of the Consent.

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

MERCHANDISING PLAN

As set forth in Exhibit E.

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease.. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a

suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL
IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about August 6, 2007, as amended.

EXHIBIT M

FORM OF TENANT SERVICES AGREEMENT

[Intentionally Omitted]

(For the Port Authority)

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

On the 22ND day of MAY in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notary seal and stamp)

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

(For JetBlue Airways Corporation)

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

On the 22nd day of December in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared George Saroy

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.

(notary seal and stamp)

MITCHELL J. NADLER
Notary Public, State of New York
No. 02NA6080750
Qualified in New York County
Commission Expires 09/23/20 10

(For the Lessee)

STATE OF Virginia)
)ss:
COUNTY OF FAIRFAX)

On the 25th day of November in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Sirilak Briggs

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.

(notary seal and stamp)

Andrew Noear
Notary Public
Commonwealth of Virginia
My Commission Expires 6-30-2009
Commission ID# 354963

(For the Port Authority)

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

On the day of in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notary seal and stamp)

(For JetBlue Airways Corporation)

STATE OF)
)ss:
COUNTY OF)

On the day of in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notary seal and stamp)

(For the Lessee)

STATE OF)
)ss:
COUNTY OF)

On the day of in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notary seal and stamp)

CONSENT TO SUBLEASE

among

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

JETBLUE AIRWAYS CORPORATION

(Lessee)

and

ILJ JFK, LLC d/b/a TECHSHOWCASE

(Sublessee)

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

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-814
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of October 15, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **ILJ JFK, LLC**, dba Techshowcase ("*Sublessee*"), a limited liability company organized and existing under the laws of the State of New York with an office and place of business at 3260 Fairlane Farms Road, Unit 7, Wellington, Florida 33414, whose representative is Theresa Gordon, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

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

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

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or

approval thereto under this Consent, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Section 2.04 "Delivery of Premises; Concessionaire's Work

Generally" – In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(2) For avoidance of doubt, in the Sublease definitions of Port Authority Share and Sublandlord Share, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease).

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

(5) Section 4.01 (a) (iv), "Books and Records" – As between the Sublessee and the Port Authority, paragraph 22 of this Consent shall control over Section 4.01(a)(iv).

5. Required Port Authority Consent. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph.

8. Compliance with Laws. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the

result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee if it is a limited liability entity), managers (in their capacity as managers of the Sublessee if it is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers

and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

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

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

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

required by 14 CFR Part 152, Subpart E, to the same effect.

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

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

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

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

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

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

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

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

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

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

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

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

(viii) The City shall be named as an additional insured or loss payee, as

applicable, under each policy of insurance procured by the Sublessee pursuant to this Consent.

18. Inspection.

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

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

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

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under

this Consent, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

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

22. Business Development and Records.

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

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

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the

Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Sublessee's business and necessary or desirable to keep accurate Books and Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for

non-resettable totals;

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

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

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

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

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

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

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

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

(b) To the extent that the Sublessee has not already done so at the time of execution of this Consent and without limiting the generality of any other term or provision hereof, the Sublessee agrees to submit monthly statements of Gross Receipts and to pay, at the time of execution and delivery of this Consent to the Port Authority, all fees and other amounts, due under this Consent to the Port Authority for the period from the Effective Date to the time of

execution and delivery of this Consent by the Sublessee.

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) With respect to the letter of credit as security for the Port Authority, in connection with the Sublease, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Forty Thousand Six Hundred Dollars and No Cents ($40,600.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

26. Third Party Beneficiary; Enforcement. The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport.

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

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances, including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee, subject to applicable laws and regulations.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing,

work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations regarding human resources and employment matters, to demand from the Sublessee

documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law. Anything in the Sublease to the contrary notwithstanding, the effect and meaning of this Consent and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

30. No Personal Liability. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

31. Entire Agreement; Amendment. This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

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

(Seal)

ATTEST:

Secretary
*

~~**ILJ JFK, LLC**~~

~~By~~

~~(Printed Name) Ilene Berman~~

~~Iris Goldschmidt~~

~~(Title) (Member/Manager)~~

~~(Seal)~~

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By

(Printed Name): Martin St. George

(Title) Senior Vice President, Marketing and Commercial Strategy

(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
JF	SB

gyw

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____
Secretary

By_____

(Title)_____
(Seal)

ATTEST:

Secretary
*

ILJ JFK, LLC

By_____
(Printed Name)_____

(Title)_____ (Member/Manager)
(Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By_____
(Printed Name):

(Title) _____ President
(Corporate Seal)

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

$47.78

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed ~~$30~~million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:

[Insert Name of Company]

BY: _____

DATE: _____

FOR THE UNION:

[Insert Name of Labor Organization]

BY: _____

DATE: _____

EXECUTION

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

ILJ JFK, LLC dba Techshowcase, Concessionaire

Dated as of October __, 2008

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of October __, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and ILJ JFK, LLC, a New York limited liability company dba Techshowcase having an office at 3260 Fairlane Farms Road, Unit 7, Wellington, Florida 33414 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, as set forth in a written notice to Concessionaire.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful

death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

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

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

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

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

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

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) the day preceding the eighth (8th) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately

stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products. to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed twenty percent (20%), required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures,

equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

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

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth in Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than October 15, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concession Premises, subject to the limitations set forth in Article VI of this Sublease: operation of a retail business selling branded technology products, including the latest mobile electronic devices, interactive displays featuring new product launches, and children's entertainment devices; general and administrative offices (office portions of the Concession Premises only); and storage (storage portions of the Concession Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

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

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date

that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public in the Concessionaire Premises, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means Fifty Percent (50%) with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Buildout Costs, using straight line amortization over an eight (8) year period beginning on the Rent Commencement Date, calculated on a daily basis using a 365 day year.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term. The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than eight (8) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term (a) without cause upon not less than thirty (30) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or

cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until October 21, 2008 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the

Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment

for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after January 1, 2009 (the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to January 1, 2009, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

(d) The Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date shall be based on enplaned passenger projections of enplanements (the "Estimated Year 1 Enplanements"). Notwithstanding the foregoing, if on the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, the Minimum Annual Guarantee is less than , the Minimum Annual Guarantee shall automatically increase to an amount equal to plus annual escalations through such date as though was the Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date, and the Monthly MAG Payment shall be adjusted accordingly, and thereafter the Minimum Annual Guarantee shall escalate on an annual basis in accordance with the escalation formulas set forth in the definition of Minimum Annual Guarantee above. Such determination of the change in enplanements shall be made by Sublandlord in good faith and set forth in a notice to Concessionaire.

SECTION 3.02 Reconciliation. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any Annual Period

exceeds the total Rent due and owing for such Annual Period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made by mail to JetBlue Airways Corporation, 19 Old Kings Highway South, Darien, Connecticut 06820, Attn: Accounts Payable, or via the following wire transfer instructions:

Bank: Citibank N.A.
ABA Number: 021000089
Account Number:

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

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

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

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's corporate offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's corporate offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port

Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

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

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States

Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement

executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts, by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord

(c) Sublandlord shall maintain the confidentiality of all financial information and reports received from Concessionaire or audited in accordance herewith, and shall only disclose such information to those employees, advisers, and agents of Sublandlord having a need therefor, or as otherwise required by law.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the

Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings. If Concessionaire fails to provide such as-built drawings in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if

Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord or the Port Authority of the rights granted under this paragraph entitle Concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30)

days after issuance of such statement. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, (ii) the Initial Buildout Costs, and (iii) all Mid-Term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the eighth (8) anniversary of the Rent Commencement Date as result of a Discretionary Revocation under Section 25.18 or for any other reason other than (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment.

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due to Concessionaire, arising from or related to a termination or expiration of the Sublease as described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive, consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Buildout Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire

Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell retail merchandise and services to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell the items listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may from time to time be amended by Sublandlord. Concessionaire shall submit a written list of additions and changes, if any, to the items set forth on Exhibit E to the Sublandlord Concession Manager for review at the beginning of each month during the Term, provided that Concessionaire shall be entitled to sell such additional items and implement such changes without the prior written authorization from the Sublandlord Concession Manager, provided, further, that upon the written request of the Sublandlord Concession Manager, Concessionaire shall immediately remove such additional items and reverse such changes if found to be in breach of the other provisions of this Sublease.

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises,

Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire 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 consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Lease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders

or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

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

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation. Concessionaire hereby represents, warrants, and covenants as follows:

(a) Concessionaire was selected as a Airport Concessions Disadvantaged Business Enterprise (an "ACDBE"), and its subtenancy under this Sublease is subject to the provisions of this Section and the requirements set forth in Exhibit H attached hereto.

(b) Concessionaire shall use the Concessionaire Premises, and shall keep and maintain the necessary books of account and records, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 23, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(c) Concessionaire is now, or will be prior to the Operational Commencement Date, qualified as an ACDBE to the extent and by virtue of an ACDBE participation of at least Fifty-One Percent (51%) of Concessionaire's Gross Receipts for each Annual Period throughout the Term of this Sublease. Concessionaire shall, at all times during the Term, maintain its status and qualification as such pursuant to the requirements set forth in this Section and Exhibit H attached hereto. In furtherance of the foregoing:

(i) Any ACDBE participation agreement between Concessionaire and its selected ACDBE shall provide for meaningful involvement of the ACDBE in the activities, management, operations and revenues of the Concessionaire operations. Concessionaire shall provide written quarterly reports to Sublandlord, in form and detail reasonably satisfactory to Sublandlord, as to the ACDBE participation. At any time the ACDBE participation level drops below the established ACDBE participation goal stated in this Section, Concessionaire shall take immediate corrective measures to ensure that the ACDBE participation is increased to the established participation goal. Concessionaire shall provide written reports to the Sublandlord documenting such efforts. For a period of at least six (6) months, Concessionaire shall provide assistance to its ACDBE participants, including administrative support, purchasing, inventory control, and management and marketing techniques; and

(ii) If Concessionaire determines an ACDBE is unwilling or unable to perform satisfactorily under this Sublease, Concessionaire shall immediately replace such ACDBE with another ACDBE, maintaining or exceeding the participation percentage of the substituted ACDBE. Requests for substitutions must be submitted to the Sublandlord and the Port Authority for approval prior to substitution.

(d) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any ACDBE provisions in this Sublease, Sublandlord and the Port Authority may take appropriate action to enforce compliance, or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from either Sublandlord or the Port Authority, Sublandlord or the Port Authority, as the case may be, shall have the right to terminate this Sublease and the letting hereunder, and with respect to any such termination by the Port Authority such termination shall have the same force and effect as a revocation of the Consent, or Sublandlord and the Port Authority may pursue such other remedies as may be provided by law.

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

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall remain open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least the last actual departure at the Master Lease Premises on such day. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation. The minimum hours of operation for the first ninety (90) days following the Operational Commencement Date shall be as follows:

Minimum Hours of Operation

(Table to be completed with the minimum hours of operation for each unit included in Concessionaire Premises per the RFP or Proposal, whichever are longer):

Unit	Minimum Hours of Operation
39CC	5:00 am to 10:30 pm, Daily
The following units must be open and ready to serve customers when the security screening checkpoint opens.	

After the first ninety (90) days following the Operational Commencement Date of each specific location constituting part of the Concessionaire Premises, the hours of operation may be changed upon submittal of a specific and substantiated request by Concessionaire and receipt of prior written approval from Sublandlord.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as

approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandise. Concessionaire shall sell the items listed in Exhibit E in the designated locations. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the

foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer a Ten Percent (10%) discount on the price of all products and merchandise, excluding reading material and tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager

assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is

determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Mid-Term Refurbishment.

(a) Prior to the last one hundred eighty (180) days of the fourth anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first ninety (90) days after the fourth anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such refurbishments shall be a minimum of for the Concessionaire Premises. All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall

immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all

Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within fifteen (15) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and

perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall

be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$5,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC

Contractual:	$5,000,000 OCC
Host Liquor Liability	$5,000,000 OCC
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	100% of Replacement Value of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance

requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Unless otherwise agreed to, prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay the construction deposit as detailed in Section 6.09 of the Tenant Design Manual.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall

furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which

Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on

the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of

Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so

directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an

agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, such transfer shall not be deemed a breach of this Section, provided that Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs, provided, further, that Sublandlord shall reimburse Concessionaire for Fifty Percent (50%) of its Unamortized Capital Investment as a result of any such termination.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of

Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Total Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is totally destroyed or damaged by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until (i) such space is repaired and restored, (ii) such space is temporarily replaced with other space reasonably sufficient to allow Concessionaire to operate, if such space is reasonably available, or (iii) this Sublease terminates, as the case may be, all in accordance with this Section. The amount of the rent abatement shall

be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In either such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire during any repair or restoration period or upon a termination of this Sublease as set forth above.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord and the Port Authority immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within fifteen (15) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future

applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps-necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire a five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as

used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting

shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation

continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the

risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

(b) Except with the prior written consent of the Port Authority and Sublandlord, Concessionaire shall not place, install, erect, maintain or display any signs or any

advertising at or on the exterior parts of the Concessionaire Premises or in the Concessionaire Premises so as to be visible through the windows or exterior doors thereof. Interior and exterior signs affecting public safety and security shall be in accordance with established Port Authority standards.

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

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

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord (a) the right to list Concessionaire's name on its website, and (b) a non-exclusive license to use Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal

Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate

them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a similar or better layout as the Concessionaire Premises, as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business, whereupon, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for moving and installing Concessionaire's furniture, equipment, supplies,

telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges

must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until the Port Authority grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

(a) Concessionaire hereby represents and warrants to Sublandlord and the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Concessionaire is not, and shall not become, a person or entity with whom Sublandlord or the Port Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or

be otherwise associated with such persons or entities. Concessionaire acknowledges that Sublandlord is entering into this Sublease, and the Port Authority is entering into the Consent, in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Sublandlord to enter into and execute this Sublease and the Port Authority to enter into and execute the Consent. In the event of any breach of any of the foregoing representations and warranties by Concessionaire, Sublandlord shall have the right, in addition to any and all other remedies provided under this Sublease or at law or in equity, to immediately terminate this Sublease upon written notice to the Concessionaire, and the Port Authority shall have the right, in addition to any and all other remedies provided under the Consent or at law or in equity, to immediately revoke the Consent upon written notice to the Concessionaire. Concessionaire further acknowledges that there shall be no cure for such a breach. In the event of any such termination by Sublandlord or revocation by the Port Authority, Concessionaire shall, immediately on receipt of Sublandlord's termination notice or the Port Authority's revocation notice, cease all use of and operations permitted under this Sublease and surrender possession of the Concessionaire Premises to Sublandlord without Sublandlord being required to resort to any other legal process. Termination or revocation on the aforedescribed basis shall be deemed a termination or revocation for cause.

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

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

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from

Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

ILJ JFK, LLC
3260 Fairlane Farms Road, Suite 8
Wellington, Florida 33414
Attention: Theresa Gordon

With a copy to:

Miller, Turetsky, Rule and McLennan, P.C.
3770 Ridge Pike, 2nd Floor
Collegeville, Pennsylvania 19426
Attention: Keith B. McLennan, Esq.

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then, provided that no Event of Default has occurred, Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of Forty Thousand Six Hundred Twenty-Five and 00/100 Dollars ($40,625.00)

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount set forth in the Consent. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, Sublandlord institutes any action or proceeding against Concessionaire relating to the provisions of this Sublease or any default hereunder, Concessionaire shall reimburse Sublandlord for the costs expenses, including reasonable attorneys' fees and disbursements, incurred by Sublandlord, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release.

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease,

Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name: Richard Smyth
Title: VP Revenue Mgmt

ILJ JFK, LLC dba Techshowcase

By: _____
Name: Irene Berman
Title: Manager

EXECUTION

COPY

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

ILJ JFK, LLC dba Techshowcase, Concessionaire

Dated as of October 15, 2008

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	**Approximate Sq. Ft.**	**Location**
Leasable Concession Space		
39CC	551	JFK T5 – Center Core, Post-Security
Leasable Office and Storage Space		

EXHIBIT B

RESERVED

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

As set forth in TAA #Y-8099

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

[Concessionaire's Product and Price List by Location and Category,
as proposed by Concessionaire and accepted by Sublandlord]

Approved Product List

Cellular Phone Equipment & Peripherals
Headsets
Batteries
Wall Chargers
Car Chargers
USB Chargers
Leather Cases
Data and Sync Kits
Neoprene Phone Pouches
Holsters for Phones
Internal Antennas
External Antennas
Hands-Free Car Kits
Face Plates
Replacement Antennas
Fm/Stereo/MP3 Hands Free
Cellular Telephones - All Carriers
Portable Power
Bluetooth Products and Accessories
Domestic and International Phone Cards
Solar Chargers
Sim Cards

Products
Webcams
VOIP Hardware and Accessories
Business Card Scanners
Assortment of Handheld Electronic Hardware and Accessories

Laptop/PDA Hardware And Accessories
Optical Mini Mouse
Auto/Air Adapters
USB/Serial Charge
Travel Keyboards
PDA Cases
Stylus Pens
PDA Screen Protectors
PDA Screen Wipes
PCMCIA Cards
Wireless Cards
Batteries
Memory Cards/Sticks
Laptop Antiglare Screens
Laptop Cases & Carry-on bags

Electronics & Accessories
Travel Speakers
CD Players
Cassette Players
MP3 Players and MP3 Accessories
Headphones
Noise Canceling Headphones
Satellite Radios and Program Service
Digital Cameras
Digital Voice Records
Batteries
Electronic Travel Games
Portable Media Players
GPS Units and Accessories
Software
Remote Controls
Internet Radios

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises.

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

ATM's

Hotel, motel, or ground transportation reservation information

Food and beverages of any kind

Wi-Fi services

Newspapers and magazines

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

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

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H
(Schedule G to the Consent)

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint 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 Concessionaire in its performance of the Sublease, Concessionaire shall use, to the maximum extent feasible and consistent with 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, 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.

ARTICLE XXVI. 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 (as may be increased by inflation, as provided in applicable Federal Regulations) and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management

and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the 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 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.

Concessionaire's breach of its obligations under 49 CFR Part 23 shall be a default by Concessionaire and shall entitle the Port Authority to exercise all of its contractual and legal remedies including revocation of the Consent.

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

RESERVED

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease.. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a

suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL
IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about August 6, 2007, as amended.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 12TH day of OCTOBER in the year 2008 10, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA C. SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

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

FOR JETBLUE AIRWAYS CORPORATION

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

On the 15th day of June in the year 2008 10, before me, the undersigned, a Notary Public in and for said state, personally appeared Martin St. George, 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)

JOHN ROSSI
Notary Public, State of New York
No # 02RO6199098
Qualified in Kings County
Commission Expires 01/12/2013

FOR SUBLESSEE

STATE OF Florida)
) ss.
COUNTY OF Palm Beach)

On the 10 day of June in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Iris Goldschmidt, 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.

Sandra J Davies
(notarial seal and stamp)

SANDRA J. DAVIES
Comm# DD0734015
Expires 11/13/2011
Florida Notary Assn., Inc

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the _____ day of _____ in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

FOR JETBLUE AIRWAYS CORPORATION

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

FOR SUBLESSEE

STATE OF Florida)
) ss.
COUNTY OF Palm Beach)

On the 1 day of Oct. in the year ~~2008~~ 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Dene Berman, 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)

NOTARY PUBLIC • STATE OF FLORIDA
Notary Public State of Florida
Alexandra F Miguel
My Commission EE023095
Expires 09/02/2014

Alexandra F. Miguel
10/01/10

CONSENT TO SUBLEASE

among

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

JETBLUE AIRWAYS CORPORATION

(Lessee)

and

INTERNATIONAL SHOPPES, LLC. d/b/a Duty Free/Duty Paid

(Sublessee)

EXECUTION

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

INTERNATIONAL SHOPPES, LLC dba Duty Free/Duty Paid, Concessionaire

Dated as of October __, 2008

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

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-815
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of October 15, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **INTERNATIONAL SHOPPES, LLC**, dba Duty FreeDuty Paid ("*Sublessee*"), a limited liability organized and existing under the laws of the State of New York, with an office and place of business at 540 Rockaway Avenue, Valley Stream, New York 11581, whose representative is Matthew J. Greenbaum, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

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

1. Consent. On the terms and conditions hereinafter set forth, the Port Authority

consents to the Sublease.

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto,

any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Without limiting the generality of subparagraph (a), above, and notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Section 2.04, "Delivery of Premises; Concessionaire's Work Generally" – In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(2) For avoidance of doubt, in the Sublease definitions of Port Authority Share and Sublandlord Share, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease).

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

5. Required Port Authority Consent. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition,

term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph.

8. Compliance with Laws.

The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable

immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee if it is a limited liability entity), managers (in their capacity as managers of the Sublessee if it is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by

operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

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

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any

time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

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

(b) The Sublessee is subject to the requirements of the U.S. Department of

Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs.

Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices.

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

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

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

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

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

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

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

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

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

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

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

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

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

18. Inspection.

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

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

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

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent,

as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

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

22. Business Development and Records.

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

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

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the

Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An "Affiliate" with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

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

totals;

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

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

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

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

(c) Without implying any limitation on the rights or remedies of the Port Authority or

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

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

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

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

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

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) With respect to the letter of credit as security for the Port Authority, in connection with the Sublease, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Three Hundred Fourteen Thousand Eight Hundred Dollars ($314,800.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations regarding human resources and employment matters, to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law.

Anything in the Sublease to the contrary notwithstanding, the effect and meaning of this Consent and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

30. No Personal Liability.

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

31. Entire Agreement; Amendment.

This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

(Title): Asst. Dir. CCOPS

(Seal)

ATTEST:

Secretary

INTERNATIONAL SHOPPES, LLC

By: _____

(Printed Name): Michael Halpern

(Title) MANAGER (Member/Manager)

(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By: _____

(Printed Name): Greg Sauer

(Title) Vice President

(Corporate Seal)

APPROVED
FORM | TERMS
mg | SB

gwe

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

$47.78

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed ~~$30~~million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

International Shoppes LLC -
[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:
International Shoppes LLC
[Insert Name of Company]

BY: _____

DATE: Nov. 13, 2008

FOR THE UNION:
Retail, Wholesale + Department Store Union local 1102
[Insert Name of Labor Organization]

BY: _____

DATE: 11/12/08

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of October __, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and INTERNATIONAL SHOPPES, LLC, a New York limited liability company dba Duty Free/Duty Paid having an office at 540 Rockaway Avenue, Valley Stream, New York 11581 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, as set forth in a written notice to Concessionaire.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful

death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

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

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

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

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

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

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) the day preceding the eighth (8th) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately

stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed , given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products, to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures,

equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

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

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth in Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than October 15, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concession Premises, subject to the limitations set forth in Article VI of this Sublease: operation of a retail business selling travel retail products for both international and domestic passengers, including liquor, tobacco, fragrances, skin care, sun care, and confectionary; general and administrative offices (office portions of the Concession Premises only); and storage (storage portions of the Concession Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

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

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date

that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public in the Concessionaire Premises, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Buildout Costs, using straight line amortization over an eight (8) year period beginning on the Rent Commencement Date, calculated on a daily basis using a 365 day year.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term. The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than eight (8) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term (a) without cause upon not less than thirty (30) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or

cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until October 15, 2008 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the

Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment

for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after January 1, 2009 (the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to January 1, 2009, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

(d) The Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date shall be based on enplaned passenger projections of enplanements (the "Estimated Year 1 Enplanements"). Notwithstanding the foregoing, if on the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, the Minimum Annual Guarantee is less than the Minimum Annual Guarantee shall automatically increase to an amount equal to plus annual escalations through such date as though was the Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date, and the Monthly MAG Payment shall be adjusted accordingly, and thereafter the Minimum Annual Guarantee shall escalate on an annual basis in accordance with the escalation formulas set forth in the definition of Minimum Annual Guarantee above. Such determination of the change in enplanements shall be made by Sublandlord in good faith and set forth in a notice to Concessionaire.

SECTION 3.02 Reconciliation. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any Annual Period

exceeds the total Rent due and owing for such Annual Period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment and the Monthly Office/Storage Rent, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made by mail to JetBlue Airways Corporation, 19 Old Kings Highway South, Darien, Connecticut 06820, Attn: Accounts Payable, or via the following wire transfer instructions:

Bank: Citibank N.A.
ABA Number: 021000089
Account Number:

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b)

without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

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

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

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's corporate offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's corporate offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

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

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to

Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the

Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings. If Concessionaire fails to provide such as-built drawings in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if

Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord or the Port Authority of the rights granted under this paragraph entitle Concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of Six Hundred Twenty-One Thousand Dollars ($621,000) (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30)

days after issuance of such statement. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, (ii) the Initial Buildout Costs, and (iii) all Mid-Term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the eighth (8) anniversary of the Rent Commencement Date as result of a Discretionary Revocation under Section 25.18 or for any other reason other than (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment.

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due to Concessionaire, arising from or related to a termination or expiration of the Sublease as described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive, consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Buildout Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire

Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell retail merchandise and services to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell the items listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may from time to time be amended by Sublandlord. Concessionaire must submit a written request for such changes to the Sublandlord Concession Manager for review and Concessionaire must receive written authorization from the Sublandlord Concession Manager before menu items may be added or prices may be increased.

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal

Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it

shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire 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 consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and

use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Lease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may

be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

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

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation. Concessionaire hereby represents, warrants, and covenants as follows:

(a) Concessionaire was selected as a Airport Concessions Disadvantaged Business Enterprise (an "ACDBE"), and its subtenancy under this Sublease is subject to the provisions of this Section and the requirements set forth in Exhibit H attached hereto.

(b) Concessionaire shall use the Concessionaire Premises, and shall keep and maintain the necessary books of account and records, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 23, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(c) Concessionaire is now, or will be prior to the Operational Commencement Date, qualified as an ACDBE to the extent and by virtue of an ACDBE participation of at least Twenty-Five Percent (25%) of Concessionaire's Gross Receipts for each Annual Period throughout the Term of this Sublease. Concessionaire shall, at all times during the Term, maintain its status and qualification as such pursuant to the requirements set forth in this Section and Exhibit H attached hereto. In furtherance of the foregoing:

(i) Any ACDBE participation agreement between Concessionaire and its selected ACDBE shall provide for meaningful involvement of the ACDBE in the activities, management, operations and revenues of the Concessionaire operations. Concessionaire shall provide written quarterly reports to Sublandlord, in form and detail reasonably satisfactory to Sublandlord, as to the ACDBE participation. At any time the ACDBE participation level drops below the established ACDBE participation goal stated in this Section, Concessionaire shall take immediate corrective measures to ensure that the ACDBE participation is increased to the established participation goal. Concessionaire shall provide written reports to the Sublandlord documenting such efforts. For a period of at least six (6) months, Concessionaire shall provide assistance to its ACDBE participants, including administrative support, purchasing, inventory control, and management and marketing techniques; and

(ii) If Concessionaire determines an ACDBE is unwilling or unable to perform satisfactorily under this Sublease, Concessionaire shall immediately replace such ACDBE with another ACDBE, maintaining or exceeding the participation percentage of the substituted ACDBE. Requests for substitutions must be submitted to the Sublandlord and the Port Authority for approval prior to substitution.

(d) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any ACDBE provisions in this Sublease, Sublandlord and the Port Authority may take appropriate action to enforce compliance, or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from either Sublandlord or the Port Authority, Sublandlord or the Port Authority, as the case may be, shall have the right to terminate this Sublease and the letting hereunder, and with respect to any such termination by the Port Authority such termination shall have the same force and effect as a revocation of the Consent, or Sublandlord and the Port Authority may pursue such other remedies as may be provided by law.

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

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall remain open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least the last actual departure at the Master Lease Premises on such day. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation. The minimum hours of operation for the first ninety (90) days following the Operational Commencement Date shall be as follows:

Minimum Hours of Operation

(Table to be completed with the minimum hours of operation for each unit included in Concessionaire Premises per the RFP or Proposal, whichever are longer):

Unit	Minimum Hours of Operation
24CC	5:00 am to 12:00 am, Daily
The following units must be open and ready to serve customers when the security screening checkpoint opens.	

After the first ninety (90) days following the Operational Commencement Date of each specific location constituting part of the Concessionaire Premises, the hours of operation may be changed upon submittal of a specific and substantiated request by Concessionaire and receipt of prior written approval from Sublandlord.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as

approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandise. Concessionaire shall sell the items listed in Exhibit E in the designated locations. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the

foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer a 20% discount on the price of all products and merchandise, excluding reading material and tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager

assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is

determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Mid-Term Refurbishment.

(a) Prior to the last one hundred eighty (180) days of the third anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first ninety (90) days after the third anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such refurbishments shall be a minimum of

per square foot of Concessionaire Premises. All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall

immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all

Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within fifteen (15) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and

perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall

be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$5,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC

Contractual:	$5,000,000 OCC
Host Liquor Liability	$5,000,000 OCC
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	100% of Replacement Value of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance

requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Unless otherwise agreed to, prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay the construction deposit as detailed in Section 6.09 of the Tenant Design Manual.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall

furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which

Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on

the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of

Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so

directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an

agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire (i) is a corporation or limited liability company whose stock or membership interests, as the case may be, are publicly traded on a national securities exchange or on the "over-the-counter" market, and (ii) fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, then Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs, provided that Sublandlord shall have no obligation to reimburse Concessionaire for its Unamortized Capital Investment as a result of any such termination.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at

Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Total Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is totally destroyed or damaged by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until (i) such space is repaired and restored, (ii) such space is temporarily replaced with other space reasonably sufficient to allow

Concessionaire to operate, if such space is reasonably available, or (iii) this Sublease terminates, as the case may be, all in accordance with this Section. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In either such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire during any repair or restoration period or upon a termination of this Sublease as set forth above.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord and the Port Authority immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under

threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within fifteen (15) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps-necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire a

five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the

Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies

theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by

Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period

immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

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

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

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

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord (a) the right to list Concessionaire's name on its website, and (b) a non-exclusive license to use Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port

Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a similar or better layout as the Concessionaire Premises, as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business, whereupon, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and

shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a

regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until the Port Authority grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

(a) Concessionaire hereby represents and warrants to Sublandlord and the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Concessionaire is not, and shall not become, a person or entity with whom Sublandlord or the Port Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with such persons or entities. Concessionaire acknowledges that Sublandlord is entering into this Sublease, and the Port Authority is entering into the Consent, in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Sublandlord to enter into and execute this Sublease and the Port Authority to enter into and execute the Consent. In the event of any breach of any of the foregoing representations and warranties by Concessionaire, Sublandlord shall have the right, in addition to any and all other remedies provided under this Sublease or at law or in equity, to immediately terminate this Sublease upon written notice to the Concessionaire, and the Port Authority shall have the right, in addition to any and all other remedies provided under the Consent or at law or in equity, to immediately revoke the Consent upon written notice to the Concessionaire. Concessionaire further acknowledges that there shall be no cure for such a breach. In the event of any such termination by Sublandlord or revocation by the Port Authority, Concessionaire shall, immediately on receipt of Sublandlord's termination notice or the Port Authority's revocation notice, cease all use of and operations permitted under this Sublease and surrender possession of the Concessionaire Premises to Sublandlord without

Sublandlord being required to resort to any other legal process. Termination or revocation on the aforedescribed basis shall be deemed a termination or revocation for cause.

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

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

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent

breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.

Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

International Shoppes, LLC
540 Rockaway Avenue
Valley Stream, New York 11581
Attention: Matthew J. Greenbaum

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the

Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, Sublandlord institutes any action or proceeding against Concessionaire relating to the provisions of this Sublease or any default hereunder, Concessionaire shall reimburse Sublandlord for the costs expenses, including reasonable attorneys' fees and disbursements, incurred by Sublandlord, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release.

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then, provided that no Event of Default has occurred, Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of Three Hundred Fourteen Thousand Eight Hundred Forty-Three and 75/100 Dollars ($314,843.75)

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount set forth in the Consent. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and

the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such

termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name: Richard Smyth
Title: VP Revenue Planning

INTERNATIONAL SHOPPES, LLC
dba Duty Free/Duty Paid

By: _____
Name:
Title:

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

INTERNATIONAL SHOPPES, LLC
dba Duty Free/Duty Paid

By: _____
Name: Michael Halpern
Title: President

EXECUTION

COPY

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

INTERNATIONAL SHOPPES, LLC dba Duty Free/Duty Paid, Concessionaire

Dated as of October 15, 2008

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	**Approximate Sq. Ft.**	**Location**
Leasable Concession Space		
24CC	852	JFK T5 – Center Core, Post-Security
Leasable Office and Storage Space		

EXHIBIT B

RESERVED

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

As set forth in TAA #Y-8082.

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

[Concessionaire's Product and Price List by Location and Category,
as proposed by Concessionaire and accepted by Sublandlord]

The merchandise mix and the price ranges for each type of merchandise is outlined in the table below:

International Shoppes (24CC)-Merchandise Mix

Fragrances ($12.50-$112.00)	Skin & Sun Care	Confectionery	Liquor	Tobacco ($9.95-$30.95)
Azzaro	Clarins ($19.00-$123.00)	Godiva ($8.95-$36.95)	Malt Scotch ($29.95-$59.95)	Marlboro
Baby Phat	Lancome ($20.00-$204.00)	Guylian ($12.95-$24.50)	Premium Scotch ($29.95-$134.95)	Parliament
Baldessarini	L'Occitane ($7.00-$53.50)	Lindt ($9.95-$10.50)	Standard Scotch ($17.95-$19.95)	Camel
Boucheron	Clinique ($10.00-$75.00)	Goldkenn ($5.95-$17.95)	American Bourbon ($13.95-$37.95)	Winston
Burberry	Estee Lauder ($15.00-$304.50)	Cadbury ($4.95-$15.95)	Irish & Canadian Whiskey ($16.50-$29.95)	Salem
Bvlgari		Toblerone ($10.95-$29.95)	Cognac ($31.95-$173.95)	Davidoff
Cacharel		Milka ($8.95)	Brandy ($14.95-$39.95)	Dunhill
Calvin Klein		Jelly Belly ($8.95-$17.95)	Liqueur ($13.00-$34.95)	Silk Cut
Carolina Herrera		Astor Chocolate ($5.95-$15.95)	Rum ($11.95-$21.95)	Gitanes
Cartier		Hawaiian Host ($6.95-$11.00)	Tequila ($15.95-$52.00)	State Express 555
Christian Dior			Vodka ($14.95-$32.95)	Benson & Hedges
Chanel				Rothmans
Davidoff				Slim Agenda
Dolce & Gabbana				
Elizabeth Arden				
Ermenegildo Zegna				
Escada				
Giorgio Armani				
Givenchy				
Gucci				
Guerlain				
Guy Laroche				
Hermes				
Hugo Boss				
Issey Miyake				
Jean Paul Gaultier				
Jennifer Lopez				
Kenneth Cole				
Kenzo				
Lacoste				
Lalique				
Lancome				
L'Occitane				
Marc Jacobs				
Nina Ricci				
Paco Rabanne				
Paloma Picasso				
Prada				
Ralph Lauren				
Sarah Jessica Parker				
Stella McCartney				
Thierry Mugler				
Van Cleef				
Viktor & Rolf				
Yves Saint Laurent				

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises:

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

ATM's

Hotel, motel, or ground transportation reservation information

Wi-Fi services

Newspapers and magazines

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

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

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H
(Schedule G to the Consent)

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint 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 Concessionaire in its performance of the Sublease, Concessionaire shall use, to the maximum extent feasible and consistent with 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, 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.

ARTICLE XXVI. QUALIFICATION AS AN ACDBE

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

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

or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the 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 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.

Concessionaire's breach of its obligations under 49 CFR Part 23 shall be a default by Concessionaire and shall entitle the Port Authority to exercise all of its contractual and legal remedies including revocation of the Consent.

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

RESERVED

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease.. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a

suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about August 6, 2007, as amended.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 23RD day of JANUARY in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified In Queens County
My Commission Expires June 14, 20 11

FOR JETBLUE AIRWAYS CORPORATION

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

On the 22nd day of December in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared George Sawyer, 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)

MITCHELL J. NADLER
Notary Public, State of New York
No. 02NA6080750
Qualified In New York County
Commission Expires 09/23/20 10

FOR SUBLESSEE

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

On the 12 day of November in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael Halpern, 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)

PETER M LAZAR
Notary Public, State of New York
No. 01LA6186024
Qualified in Nassau County
Commission Expires April 28, 2012

CONSENT TO SUBLEASE AGREEMENT

among

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

JETBLUE AIRWAYS CORPORATION
(Lessee)

between

HARMONY PHARMACY & HEALTH CENTER, INC.
(Sublessee)

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

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-816
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of September 24, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **HARMONY PHARMACY & HEALTH CENTER, INC.** ("*Sub lessee*"), a corporation organized and existing under the laws of the State of Delaware with an office and place of business at 287 Bowman Avenue, Purchase, New York 10577, whose representative is Kenneth M. Croon, and consented to by **JET BLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sub lessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sub lessee and the Port Authority;

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

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

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sub lessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sub lessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained,

shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Section 2.04 "Delivery of Premises; Concessionaire's Work Generally" –

In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(2) For avoidance of doubt, in the Sublease definitions of Port Authority Share and Sublandlord Share, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease).

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

5. Required Port Authority Consent. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of,

relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph.

8. Compliance with Laws. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way

(i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, representatives, agents, contractors, members (in their capacity as members of, and if, the Sublessee as a limited liability entity), managers (in their capacity as managers of, and if, the Sublessee as is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee as a limited liability entity), managers (in their capacity as managers of the Sublessee as is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of

the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

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

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at

any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

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

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to

the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

(i) "*Basic Lease*" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the

City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

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

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

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

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

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

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

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

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

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

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

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

18. Inspection.

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

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

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

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee

for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

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

22. Business Development and Records:

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

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

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall

separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

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

(vii) in those situations where the books and records have been generated from

computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

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

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

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

(c) Without implying any limitation on the rights or remedies of the Port Authority or of the Airline under this Consent or otherwise including without limitation the right of the Port Authority to revoke this Consent for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not

maintained in English, then the Sublessee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

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

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

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

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the

Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) With respect to the letter of credit as security for the Port Authority, in connection with the Sublease, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Twenty Five Thousand Six Hundred Dollars and No Cents ($25,600.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

26. Third Party Beneficiary; Enforcement. The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of

any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport

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

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances, including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee, subject to applicable laws and regulations.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of

a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph."

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations regarding human resources and employment matters, to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law. Anything in the Sublease to the contrary notwithstanding, the effect and meaning of this Consent and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

30. No Personal Liability. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

31. Entire Agreement; Amendment. This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) _____

(Seal)

ATTEST:

Secretary

HARMONY PHARMACY & HEALTH CENTER, INC.

By _____

(Printed Name) MICHAEL TOUMA

(Title) _____ President

(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By _____

(Printed Name): Richard Sayan

(Title) Vice President

(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
MJ	SB

qve

Plea

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

$47.78 NO Age

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed ~~$30~~million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are

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controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

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Initialed:

_____
For the Port Authority

_____
For the Sublessee

_____
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:

[Insert Name of Company]

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

EXECUTION

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

HARMONY PHARMACY & HEALTH CENTER, INC., Concessionaire

Dated as of September __, 2008

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EXHIBITS:

EXHIBIT A	Description of Concessionaire Premises
EXHIBIT B	Reserved
EXHIBIT C	Description of Concessionaire's Work
EXHIBIT D	Reserved
EXHIBIT E	List of Items Approved for Sale
EXHIBIT F	Prohibited Items
EXHIBIT G	Affirmative Action, Equal Opportunity, Minority Business Enterprises, and Women-Owned Business Enterprises Requirements
EXHIBIT H	Intentionally Omitted
EXHIBIT I	Port Authority Local Business Enterprise Commitment
EXHIBIT J	Merchandising Plan
EXHIBIT K	Port Authority Street Pricing Requirements
EXHIBIT L	Concessionaire's Proposal in Response to Sublandlord's RFP
EXHIBIT M	Form of Tenant Services Agreement

CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of September __, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and HARMONY PHARMACY & HEALTH CENTER, INC., a Delaware corporation having an office at 287 Bowman Avenue, Purchase, New York 10577 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, as set forth in a written notice to Concessionaire.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful

death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

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

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

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

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

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

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) the day preceding the eighth (8th) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately

stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products, to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures,

equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

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

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth in Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Office/Storage Rent" has the meaning set forth in Section 3.02.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by

Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than September 22, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concession Premises, subject to the limitations set forth in Article VI of this Sublease: operation of a retail Pharmacy and health center services business (i) providing, among other things, medical counseling services, over-the-counter recommendations, screenings for blood pressure, cholesterol, and diabetes, and (ii) selling brand name sundries, gifts, perfumes, diffusers, and cosmetics; general and administrative offices (office portions of the Concession Premises only); and storage (storage portions of the Concession Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

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

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public in the Concessionaire Premises, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or

to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Buildout Costs, using straight line amortization over a Eight (8) year period beginning on the Rent Commencement Date, calculated on a daily basis using a 365 day year.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term. The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than eight (8) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term (a) without cause upon not less than thirty (30) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until September 22, 2008 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further

agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION

OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after January 1, 2009 (the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to January 1, 2009, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

(d) The Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date shall be based on enplaned passenger projections of enplanements (the "Estimated Year 1 Enplanements"). Notwithstanding the foregoing, if on the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, the Minimum Annual Guarantee is less than the Minimum Annual Guarantee shall automatically increase to an amount equal to plus annual escalations through such date as though was the Minimum Annual Guarantee for

the first year following the Monthly MAG Commencement Date, and the Monthly MAG Payment shall be adjusted accordingly, and thereafter the Minimum Annual Guarantee shall escalate on an annual basis in accordance with the escalation formulas set forth in the definition of Minimum Annual Guarantee above. Such determination of the change in enplanements shall be made by Sublandlord in good faith and set forth in a notice to Concessionaire.

SECTION 3.02 Reconciliation. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any Annual Period exceeds the total Rent due and owing for such Annual Period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment and the Monthly Office/Storage Rent, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately

following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made by mail to JetBlue Airways Corporation, 19 Old Kings Highway South, Darien, Connecticut 06820, Attn: Accounts Payable, or via the following wire transfer instructions:

Bank: Citibank N.A.
ABA Number: 021000089
Account Number:

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

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

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

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify

each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

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

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts

of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port

Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant, provided that Concessionaire's compliance with the foregoing shall be deemed if Concessionaire submits such annual statement certified by a senior financial officer no later than sixty (60) days after the end of each year, as set forth above, and subsequently re-submits such annual statement certified, at Concessionaire's expense, by an independent certified public accountant no later than one hundred twenty (120) days after the end of each year. Concessionaire shall have until one hundred twenty (120) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire

and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction,

as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings. If Concessionaire fails to provide such as-built drawings in accordance with the foregoing,

Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord or the Port Authority of the rights granted under this paragraph entitle Concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are

required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, (ii) the Initial Buildout Costs, and (iii) all Mid-Term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the eighth (8th) anniversary of the Rent Commencement Date as result of a Discretionary Revocation under Section 25.18 or for any other reason other than (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment.

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due

to Concessionaire, arising from or related to a termination or expiration of the Sublease as described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive, consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Buildout Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell retail merchandise and services to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell the items listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may from time to time be amended by Sublandlord. Concessionaire must submit a written request for such changes to the Sublandlord Concession Manager for review and Concessionaire must receive written authorization from the Sublandlord Concession Manager before menu items may be added or prices may be increased.

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if

so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions

affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other

retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire 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 consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Lease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

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

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Intentionally Omitted

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall remain open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least the last actual departure at the Master Lease Premises on such day. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation. The minimum hours of operation for the first ninety (90) days following the Operational Commencement Date shall be as follows:

Minimum Hours of Operation

(Table to be completed with the minimum hours of operation for each unit included in Concessionaire Premises per the RFP or Proposal, whichever are longer):

Unit	Minimum Hours of Operation
18SC	5:30 am to 10:30 pm, Daily
The following units must be open and ready to serve customers when the security screening checkpoint opens.	

After the first ninety (90) days following the Operational Commencement Date of each specific location constituting part of the Concessionaire Premises, the hours of operation may be changed upon submittal of a specific and substantiated request by Concessionaire and receipt of prior written approval from Sublandlord.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open to accommodate customers and passengers of all

flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandising Plan. Concessionaire shall sell the items listed in Exhibit J in the designated locations, also listed in Exhibit J. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer a discount on the price of all products and merchandise, excluding reading material and tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which,

in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an

active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save

and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized

agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Mid-Term Refurbishment.

(a) Prior to the last one hundred eighty (180) days of the fourth anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first ninety (90) days after the fourth anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such refurbishments shall be a minimum of for the Concessionaire Premises. All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt,

insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute a Tenant Services Agreement in substantially the form of Exhibit M attached hereto and such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within fifteen (15) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next

following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the

Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$5,000,000 AGG

Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Host Liquor Liability	$5,000,000 OCC
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	$100% of Replacement Value of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Unless otherwise agreed to, prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay the construction deposit as detailed in Section 6.09 of the Tenant Design Manual.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full

replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of

insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by

any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of

any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the

Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire

Premises or a breach or default of Concessionaire's obligations under this Section. If so directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an

agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire (i) is a corporation or limited liability company whose stock or membership interests, as the case may be, are publicly traded on a national securities exchange or on the "over-the-counter" market, and (ii) fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, then Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs, provided that Sublandlord shall have no obligation to reimburse Concessionaire for its Unamortized Capital Investment as a result of any such termination.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at

Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Total Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is totally destroyed or damaged by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until (i) such space is repaired and restored, (ii) such space is temporarily replaced with other space reasonably sufficient to allow

Concessionaire to operate, if such space is reasonably available, or (iii) this Sublease terminates, as the case maybe, all in accordance with this Section. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In either such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire during any repair or restoration period or upon a termination of this Sublease as set forth above.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord and the Port Authority immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under

threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within fifteen (15) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps-necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire a

five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the

Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies

theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by

Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period

immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

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

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

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

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord (a) the right to list Concessionaire's name on its website, and (b) a non-exclusive license to use Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port

Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a similar or better layout as the Concessionaire Premises, as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business, whereupon, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and

shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a

regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until the Port Authority grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

(a) Concessionaire hereby represents and warrants to Sublandlord and the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Concessionaire is not, and shall not become, a person or entity with whom Sublandlord or the Port Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with such persons or entities. Concessionaire acknowledges that Sublandlord is entering into this Sublease, and the Port Authority is entering into the Consent, in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Sublandlord to enter into and execute this Sublease and the Port Authority to enter into and execute the Consent. In the event of any breach of any of the foregoing representations and warranties by Concessionaire, Sublandlord shall have the right, in addition to any and all other remedies provided under this Sublease or at law or in equity, to immediately terminate this Sublease upon written notice to the Concessionaire, and the Port Authority shall have the right, in addition to any and all other remedies provided under the Consent or at law or in equity, to immediately revoke the Consent upon written notice to the Concessionaire. Concessionaire further acknowledges that there shall be no cure for such a breach. In the event of any such termination by Sublandlord or revocation by the Port Authority, Concessionaire shall, immediately on receipt of Sublandlord's termination notice or the Port Authority's revocation notice, cease all use of and operations permitted under this Sublease and surrender possession of the Concessionaire Premises to Sublandlord without

Sublandlord being required to resort to any other legal process. Termination or revocation on the aforedescribed basis shall be deemed a termination or revocation for cause.

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

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

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent

breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.

Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

Harmony Pharmacy & Health Center, Inc.
287 Bowman Avenue
Purchase, New York 10577
Attention: Kenneth M. Corroon

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the

Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, Sublandlord institutes any action or proceeding against Concessionaire relating to the provisions of this Sublease or any default hereunder, Concessionaire shall reimburse Sublandlord for the costs expenses, including reasonable attorneys' fees and disbursements, incurred by Sublandlord, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release.

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then, provided that no Event of Default has occurred, Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of Twenty-Five Thousand Five Hundred Ninety-Three and 75/100 Dollars ($25,593.75)

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount set forth in the Consent. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and

the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such

termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

HARMONY PHARMACY &
HEALTH CENTER, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

HARMONY PHARMACY &
HEALTH CENTER, INC.

By: _____
Name: Chris Sullivan
Title: Director of Planning & Development

EXECUTION

COPY

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

HARMONY PHARMACY & HEALTH CENTER, INC., Concessionaire

Dated as of September 24, 2008

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	**Approximate Sq. Ft.**	**Location**
Leasable Concession Space		
18SC	1,052	JFK T5, South Concourse
Leasable Office and Storage Space		

EXHIBIT B

RESERVED

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

As set forth in TAA #Y-8080.

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

[Concessionaire's Product and Price List by Location and Category,
as proposed by Concessionaire and accepted by Sublandlord]

ACCA KAPPA
Dal 1869

Founded in 1869, *Acca Kappa*, is a family owned business that prides itself with producing high quality products. *Acca Kappa* was created using three basic principles: simple design, high quality production and natural materials. With a history of a proven tradition of luxury, simplicity and quality, *Acca Kappa* continues to manufacture its products while maintaining a commitment to the environment. *Acca Kappa's line consists of bath and body, professional hair care, facial care and personal fragrance lines.*

Dead Sea Laboratories is an Israeli cosmetic company, produces & distributes **AHAVA** line of products based on Dead Sea Minerals, since 1988. *AHAVA carries facial, body, sun, spa and men's lines.*

AHAVA
Essential Dead Sea Treatment

ALAUR
SKIN SOLUTIONS®

Alaur Skin Solutions, a non-prescription line of anti-aging skin care, was developed by leading New York dermatologist Dr. Albert Lefkovits exclusively for his patients at The Park Avenue Center for Advanced Medical and Cosmetic Dermatology. They have been proven, through patient use, to be highly effective in helping to slow down and reverse the effects of time and the environment.

Many of Dr. Lefkovits' formulas contain **Meristem**, a botanical extract from the roots of oak trees known to have potent healing, soothing and anti-oxidant properties.

The Naked Bee™

In 1991 the owners began manufacturing and wholesaling candles and personal care products and successfully grew an aromatherapy product line for many years. In time one of the lines Orange Blossom Honey became such a hit with customers the owners focused on building the company around this line. In 2004 the company became The Naked Bee.
Naked Bee carries **high quality, good for you, unpretentious, easy to carry** products.

- 70% organic skin conditioning **lotion** and moisturizer for hand and body
- **Shampoo & Conditioner** with honey and spirulina
- Triple milled oatmeal **soap** with saponified beeswax and guar gum
- Organic olive oil, honey and beeswax **lip balm**
- Clean burning 100% paraffin-free palm wax and beeswax **travel candle**...
- Paraben-Free, No propylene glycol or mineral oil, No dyes or pigment, No lauryl or laureth sulfate, Absolutely NO animal testing...ever

CALDREA

Our mission is to create a premier cleaning experience with products that are highly effective, consistently earth friendly, and an absolute pleasure to use.

Caldrea creates luscious, exclusive fragrances for cleaning your entire home using the finest plant-derived ingredients and essential oils to provide natural freshness and cleaning potency. All of our products are *biodegradable* and are *not tested on animals*. Now, the mundane chore of cleaning has become a lot more beautiful.

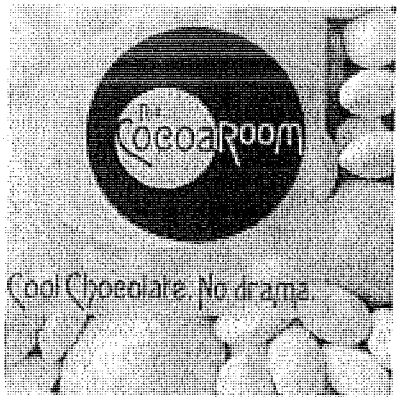
CLAUS PORTO
Since 1887

The first ever Portuguese factory of soaps and perfumes' was founded in Oporto by two Germans living in Portugal in 1887. Throughout the history of the company Claus Porto is offered to the Ministers and Attendants who visit Portugal during the Portuguese Presidency of the European Union, the Claus Porto products have been chosen as ambassadors of the Portuguese quality.

The Claus Porto lines includes: Bath Soap, Bath Foam, Body Lotion, Body Wash, Body Cream, Liquid Soap, Mini Bath Salts, Guest Soaps and Aromatic Candles.

MUSCO REAL

Classico Fantasia



The Cocoa Room is home to a large selection of seeds, fruits, and other treats that have been coated in chocolate and come in a vast array of colors. They are So Chic you may want to display them as Art, yet so delicious you won't be able to.

The Lafco House & Home candle collections has been designed to complement the ambiance and decor of each room in your home. These beautiful and versatile candles can also be moved from one space to another to create your own personal fragrance aesthetic.

LAFCO NEW YORK

HOUSE & HOME COLLECTION

CRABTREE & EVELYN®

Founded in 1973 in Cambridge, Massachusetts, Crabtree & Evelyn has evolved from a small, family-run business to an international company, respected for its naturally inspired remedies and home comforts. They carry four (4) different collections: La Source, Gardeners, Naturals and India Hicks.

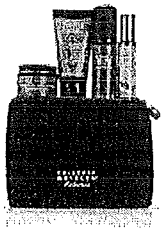
La Source

Our at-home spa therapies for the body, hands and feet blend shea butter, borage oil and peppermint with ingredients from the sea - restorative minerals and salts, nourishing algae and nutrient-rich seaweed.
Scent: Relaxing sea air fragrance

Gardeners

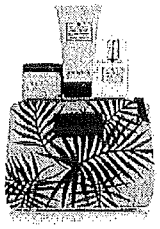
Our award-winning range of Gardeners soap and hand cream features intensively healing shea butter originally developed to sooth, nourish and protect work-roughened hands.
Scent: Fresh green clover, lavender, sage, rosemary and thyme.

Naturals



Our natural skin care products feature only premium botanical oils, tropical butters and extracts to help rejuvenate, nourish and purify. Left out are ingredients such as parabens, sulphates, and propylene glycol, mineral oil and synthetic colorants.
Scent: Fruity, citrus, herbal, gourmand blends.

India Hicks



Creative partner and English style arbiter, India Hicks, was inspired by her island life to create her home collection and natural body care.
Scent: Spider Lily: Tropical green citrus fragrance.
Casuarina: Casuarinas trees, palm leaves, orange blossoms and sea air.

Dr.Hauschka
Skin Care

For more than 40 years Dr.Hauschka Skin Care has led the way in holistic skin care. Dr.Hauschka Skin Care is a different kind of company. Inspired by our vision of a culture of care, we've created a company not driven by greed but powered by compassion. All we do is in the interest of fostering well-being in the world, from our ecologically sound methods of growing and sourcing ingredients to our one-of-a-kind manufacturing processes and international fair trade initiatives.

DREAMTIME

Judy Day, founder of DreamTime, Inc., developed and instituted successful stress relieving programs for her patients while working as a registered nurse. Linking the effects of stress to the onset of disease, Judy took a sabbatical to Japan to learn more about traditional eastern medicine.

In her search, she discovered therapeutic pillows that have been used in Japan for thousands of years. Unable to locate similar pillows upon her return, Judy designed and made a variety of therapeutic pillows for her family and friends. The response was so overwhelmingly positive that DreamTime was born.

Durance
en Provence

Durance named for the river that flows through the Provence region in the South of France is a family owned company committed to creating products with respect for the environment. Their collection includes Home Fragrances, Around the Olive Tree, Spirit by Durance, Aromathology, L'ome and many more. The collection includes diffusers, candles, soaps, XX, XX.

ElizabethW is a collection of perfumes and shower care that are clean, simple, sophisticated, elegant, and totally original and reflect an emphasis on quality and beauty. From the exterior design of the products to the scents inside, I seek to touch the individual with my ElizabethW collections.

elizabethW
san francisco

FLORIS
LONDON

Floris is run by the eighth generation descendants of its founder, Juan Famenias Floris. Floris is the oldest perfumery owned and operated by a family. It was started in 1730 and has three lines: Men, Women and Home.

GEHWOL

The basis of all Gehwol products has always been natural ingredients. All our formulations include highly effective ingredients that respect the skin on the feet.

In 1868, in Lübbecke in the Westphalia region of Germany, the pharmacist Eduard Gerlach took over his father Ludwig's colonial goods store and expanded it with a drugstore. With his drugstore, which was the first of its kind in the county at that time, Eduard Gerlach laid the foundation for a prospering family business, which, with the brand name GEHWOL, has obtained international recognition and has become a synonym for foot care.

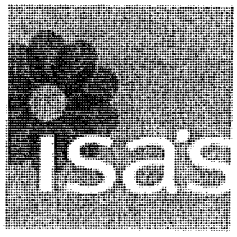
Eduard Gerlach is rightly so considered to be a pioneer of modern foot care, due to the fact that he developed the first industrially manufactured cream for the prevention and alleviation of foot ailments

GIANNA ROSE ATELIER®
couture soaps & gifts

Gianna Rose Atelier® is the leader in the design and manufacture of fine, triple-milled soap and personal care gift soaps and accessories - products, fragrances, and packaging that have forged a new dimension in the luxury, gift soap category. Gianna Rose soaps are 100% vegetable-based. Triple-milled soaps are longer-lasting and creamier. Their gift soaps for home and bath may be found in fine gift, boutique, spa, and department stores throughout the U.S. and Internationally like Harmony Pharmacy & Health Center, Inc.

icu eyewear

ICU Eyewear offers bright and beautiful reading glasses with contemporary styling and refined design elements. The ICU Eyewear lines consist of reading glasses, sun readers, leashes, loops, pendants, and a stylist collection of sunglasses. All of our reading glasses come with chic coordinating cases as well!



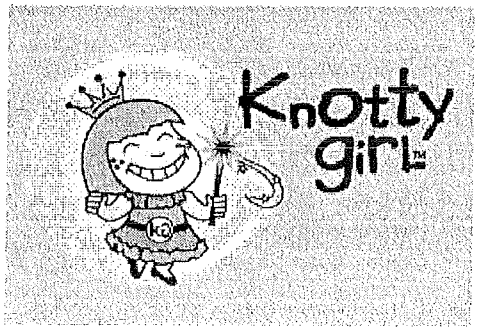
At Isa's Naturals, we seek not only to harvest the finest ethnobotanical ingredients from all over the world, but to draw upon the accumulated ethnobotanical knowledge of every region. All natural products are offered for body care, bath salts, and shower care.

Jane Iredale introduced her unique skin care makeup line in May of 1994. It was the first full makeup line on the market to offer not just color enhancement but also benefits to the skin. The products are based on micronized minerals and are made without fillers and binders (such as talc and mineral oil) and without chemical dyes or preservatives.

HOW IS OUR MAKEUP DIFFERENT?

- **Four in one** - Our micronized mineral bases are four products in one: foundation, powder, concealer and sunscreen, and will disguise almost any skin discoloration.
- **SPF 20 Pressed Bases & SPF 20 Loose Bases** - Formulated with titanium dioxide and zinc oxide, the minerals give instant, broad-spectrum, chemical-free sun protection. They are also Very Water Resistant.
- **Fast, weightless coverage** - Because we use no fillers like talc to dilute the effectiveness of the pigment, one quick application of our minerals provides all-day coverage that doesn't fade, crease or smear.
- **Non-comedogenic and oil-free** - The skin is allowed to breathe and function normally.
- **Minimum allergy risk** - We use no sensitizers like perfume or chemical dyes and preservatives in our bases, blush or eye shadows.
- **Coverage** - Because the minerals are concentrated pigment, they give complete coverage and can be used effectively to camouflage large or small distractions.
- **Adhere** - The minerals adhere to the skin until they are removed with any cleanser.
- **Anti-inflammatory** - Our mineral bases have anti-inflammatory properties and are especially helpful for acne and rosacea-prone skins.
- **Inert** - The loose minerals are inert and cannot support bacteria.
- **Quality** - We use state of the art cosmeceutical ingredients to ensure the finest performance in coverage, application and texture. Our vitamins and antioxidants are pharmaceutical grade.
- **No animal testing**

At John Allan's, men are the focus, not an afterthought. Since 1988, John Allan has provided men with more than just great services and products; he has introduced them to a lifestyle and philosophy that has men caring more about their appearance and their personal well being. John Allan's product lines consist of shaving materials, skin care, and hair care.



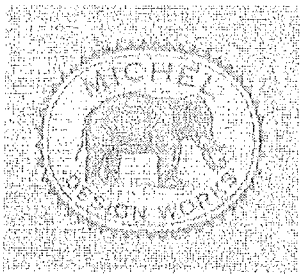
Knotty Girl puts its focus on girls of younger ages. It is our goal to make every bath, shower & dress up activity the most enjoyable & glamorous for your "Little Princess." Products come in different flavors, like Cotton Candy and Bubble Gum, and are designed to make bath time more fun!

Korres Natural Products is a Greek company with roots in Athens' first ever Homeopathic Pharmacy. Set up in 1996 with the aim to utilize its extensive scientific resources for the creation of beneficial and safe products, the company today offers a complete skin and hair care range, make-up, sun care products and herbal preparations.

Lollia is a world created with lovely details, blushing fragrances and flirtatious touches. The product lines are inspired by soft, sophisticated textiles and will bring distinctive design and attention to even the smallest, charming details. Lollia feels sweetly familiar and delightfully luxurious. Traditional motifs are re-introduced into the signature designs and color pallets of the Lollia world. The Products range from Hair and Skin care to stationary and gift ideas!

For over 40 years Mario Badescu has been known for personalized skin care treatments and products. Our products and services have been proven to help not only actors and supermodels but thousands of people who realize the importance of good skin care. Those suffering from acne, teen acne, rosacea, aging and other skin problems have come to rely on Mario Badescu to keep their skin looking its best.

MARIO BADESCU™
SKIN CARE
Established 1967



Michel Design Works is a small, family-owned company specializing in top-quality gifts. We bring you luxurious, all-natural bath and body products, delicately scented soy-wax candles, and an irresistible collection of baby gifts.

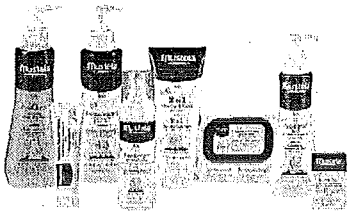
The mission of Miss Oops is to provide women with beauty saving, problem solving products that make life easier. The company offers simple solutions to everyday problems. From removing unsightly deodorant smudges on your clothes, to exfoliating and hydrating your cracked heels, Miss Oops has got you covered from head to toe. We've all had those "oops" moments, and it is our mission at Miss Oops to avoid those embarrassing situations with ease and affordability!

Miss Oops®

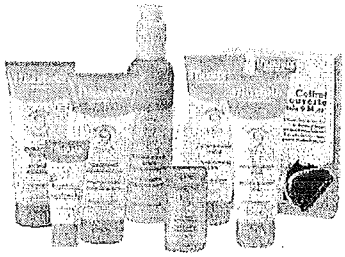
Mustela®

Sensitive Skin Care for Mother and Baby

Since 1950, Mustela has expressed its expertise through the development of products specially formulated for newborns, babies and children. More recently, Mustela has expanded its knowledge of skin care to provide products for mothers-to-be.



Mustela Bébé is a complete line of **daily hygiene**, **bath time**, **diaper change** and **skin protection** products which has been specially formulated for the delicate skin of babies. This product line is recommended for newborns, babies and children with normal skin for everyday use.

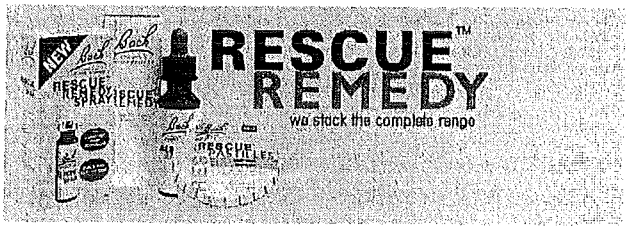


Mustela 9 Months is the only complete line of specific skin care products designed to accompany your changing skin during pregnancy and post-partum. These products are developed under medical supervision to provide safety, efficacy and pleasure of use.

Noodle & Boo®

luxury for sensitive skin

Inspired by her children's need for products developed for ultra-sensitive skin, Christine Burger founded Noodle & Boo. Working with professionals who specialize in natural, holistic skin care each exclusive formula is developed to nourish, replenish and protect especially delicate and sensitive skin. Noodle & Boo is committed to creating the highest quality products using the finest ingredients available. Ingredients are derived from natural resources and are 'certified organic' when available and safe to use.



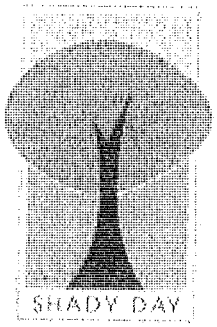
Everyday our emotions are put to the test; whether it be a traffic jam, impending work deadlines, dealing with travel or the never-ending car pool. Whatever the situation – immediate or ongoing – Rescue Remedy can help. Taken anytime, anywhere Rescue Remedy is totally natural and contains five of the 38 Bach ® Flower Essences: Rock Rose for terror and panic, Impatiens for irritation and impatience, Clematis for inattentiveness, Star of Bethlehem for shock and Cherry Plum for irrational thoughts.

Santa Maria Novella

The centuries-old pharmacy of Santa Maria Novella in Florence, which began selling its medicinal remedies and personal care products in 1612, still uses many traditional recipes. Its products range from bath salts and talcum powder to natural rosewater, almond paste for dry skin, and a mysterious "elixir" for the treatment of "hysteria," and all of them are sold in appropriately vintage-looking packaging.

Baby SERES

Seres' Baby line is made from natural ingredients extracted from plants and specifically formulated for children's delicate skin. Certified by the University of Ferrara, all these products have been shown to be hypoallergenic, with a eudermic pH particularly suitable for the delicate skin of children and of adults suffering from allergies or intolerance.



Shady Day Inc. started their product lines with two goals in mind: educate parents and caregivers on the importance of daily sun protection and provide them with high quality, convenient ways of applying the sunscreen. Shady Day provides fast, easy, effective, and mess free way of applying sunscreen through the use of wipes and sticks that have a high SPF and are suitable for both children and adults.

Shampowder™ by Buttercream Cosmetics

There's not always time for a shower, but there's always time for Shampowder! Are you a busy mom? Did you just pay a fortune for your blow out? Or do you simply want more sleep? Shampowder allows you to have freedom between hair washings.

- Instantly freshens hair
- Absorbs oil
- Pigmented powder blends naturally with a variety of hair colors
- Convenient brush applicator delivers the perfect amount of product exactly where you want it
- Adds body
- Enhances manageability
- Light vanilla scent deodorizes hair
- Less washings equals healthier hair

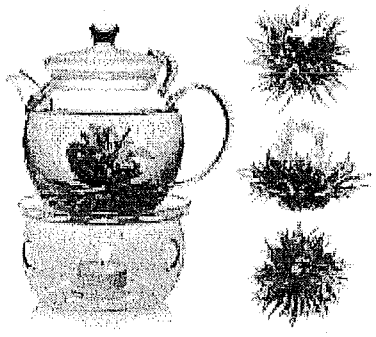
SOLIDEA®

Solidea of Italy presents a new **luxurious** collection of legwear and shapewear. This collection embraces a palette of **gorgeous colors** with **figure enhancing** styles. The Solidea brand fuses tangible luxuries with hidden perks. The MicroMassage collection provides **elegant shaping** as well as **toning** and **smoothing** of the skin. Our legwear, designed with **energizing support,** helps women on the go ... get going.

Sprayology is a safe and effective natural line of homeopathic and vitamin oral sprays that speak to the concerns of men, women, teens and children to promote beauty and well-being from within. They combine natural ingredients that are proven to affect health and well-being and are delivered in a rapidly absorbed spray form. The revolutionary concept is, in fact, quite simple: vitamins and other nutrients sprayed into the mouth and under the tongue are more readily absorbed into the bloodstream than the same substances ingested into the stomach. This process bypasses the digestive tract and stomach, avoiding the standard metabolic process that often reduces the restorative properties of tablets, liquids and capsules.

The Sprayology system helps the body replenish its resources and function at optimum levels to meet the daily challenges of active and diverse lifestyles. All Sprayology formulas are designed in FDA approved laboratories by expert medical doctors and homeopaths to create a balance between modern technology and holistic health. The Sprayology line consists of 20 homeopathic FDA regulated sprays and four vitamin sprays.

teaposy™



You are invited to enjoy the uncommon beauty and exquisite taste of Teaposy that is created from highest-quality silver needle white Tea from China and all-natural herbal flowers. As the tea bud steeps in hot water, it blooms before your eyes to reveal its glorious blossom. The tea is scented with jasmine and together with the herbal flowers' aroma and flavor, you create a treat for all of the senses.

Each Teaposy is crafted in a labor-intensive process of sorting the tea, leaf by leaf, and tied into a bundle. Then flowers are hand sewn and shaped into the bundle. Herbal flowers used in combinations include jasmine, lily, role, lily, calendula, camellia, and amaranth. At the end of the process, each Teaposy is vacuum sealed to preserve freshness.

Each Teaposy blossom can brew up to five 16oz pots. It also makes excellent iced tea. After the brewing has been completed, the Teaposy can be displayed up to one week.

TOCCA

Named for the Italian word for "touch" after its intricate embroideries and luxurious fabrics, TOCCA combines the best of the romantic and exotic. It is unabashedly feminine, in a sophisticated European interpretation. TOCCA Beauty can be found in an extensive family of aromatic candles, luxurious bath and body products and fine fabric washes and eau de parfum.

Top selling scents include: Cleopatra, Stella, Tahiti, Grace and Havana.

trilogy®

At Trilogy we believe the most powerful ingredients for your skin come from nature. **To us beauty is far more than cosmetic** – it's about a glowing complexion reflecting truly health skin and a balanced approach to life. **Our philosophy** for healthy skin is designed around the triad of **simplicity, purity and vitality.** Trilogy products contain Certified Organic Rosehip Oil and a simple blend of pure botanical extracts, in unique formulations, designed to restore the natural vitality and radiance of your skin and hair by working in perfect harmony with them. Our products stand apart from the synthetic majority; clean, simple, intelligent skin care packaged for complete purity and protection and free from synthetic fillers, artificial fragrances, mineral oils and parabens.

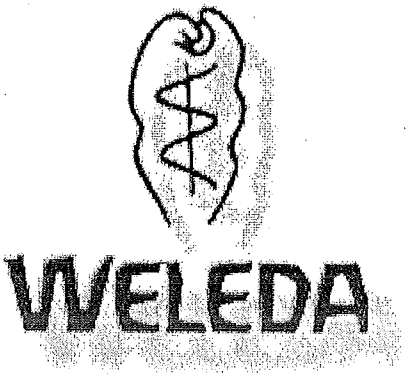
TWEEZERMAN.
BEAUTY TOOLS

Tweezerman tweezers are recognized world-wide for their quality and precision. Crafted from the finest stainless steel, they are hand-filed, ensuring a perfectly aligned tweezing tip. Tweezerman specializes in Tweezers but also offers a large array of professional beauty tools that can be resharpened by the manufacturer at no cost.

VIE LUXE

Vie Luxe, founded by Majorie Gubelmann Raein & Daniel Benedict, is the newest entry into the world of luxurious and sophisticated home products.

Created to inspire and soothe the soul, these candles are derived from all-natural beeswax. Each skillfully blends unique botanical wax with the most seductive fine fragrance oils from around the world. Experience Vie Luxe and escape to the place of your dreams.



Weleda's mission is to support the natural healing abilities of the individual, thereby strengthening the health and wellbeing of our customers worldwide. In order to achieve this, we develop and produce the highest quality complementary medicine, nutritional supplements and holistic body care products.

The guiding principles of Weleda focus on five different aspects:

- consumers, partners and product ranges
- employees
- quality
- ecology and economy
- research and development

MOR is the expression of a dynamic collaboration between Australian designers, Dianna Burmas and Deon St.Mor. Drawing inspiration from timeless worldly wisdom, and from far corners of the globe, MOR brings you an exquisite range of products to pamper the body and nurture the soul. Inspired by traditional apothecary, and the blending of old-age and contemporary ingredients they decided there and then to channel all their energies into this vision – the creation of MOR.

MOR™

Harmony Pharmacy & Health Center, Inc. - Luxury Products

Description	Vendor	Retail Price	Cost
ALMOND MILK SHOWER GEL	100% Pure	16.25	7.50
HONEY ALMOND BODY CREAM	100% Pure	18.25	8.50
LAVENDER BODY CREAM	100% Pure	18.25	8.50
PINEAPPLE FOAMING SHOWER GEL	100% Pure	16.25	7.50
WHITE CHOCOLATE BUTTER BODY SCRUB	100% Pure	23.50	11.00
1869 AFTER SHAVE EMULSION	Acca Kappa	34.50	16.00
1869 EAU DE COLOGNE	Acca Kappa	70.00	32.50
1869 GIFT SET FOR MEN	Acca Kappa	90.25	42.00
1869 GIFT SET FOR MEN	Acca Kappa	90.25	42.00
1869 SHAMPOO AND SHOWER GEL	Acca Kappa	21.50	10.00
1869 SHAVING CREAM	Acca Kappa	23.75	11.00
1869 SOAP	Acca Kappa	13.00	6.00
AROMATIC HERBS SOAP SET	Acca Kappa	43.00	20.00
AVOCADO SOAP	Acca Kappa	10.25	4.75
BALSAMO PROTETTIVO SPF30	Acca Kappa	8.00	3.70
BATH BRUSH	Acca Kappa	48.50	22.50
BATH TABLETS	Acca Kappa	24.25	11.25
BOUQUET OF SENSES SOAP SET	Acca Kappa	28.00	13.00
CALYCANTHUS BODY LOTION	Acca Kappa	28.00	13.00
CALYCANTHUS CANDLE	Acca Kappa	49.50	23.00
CALYCANTHUS EAU DE TOILETTE	Acca Kappa	53.75	25.00
CALYCANTHUS GIFT SET EDT, LOTION, SOAP	Acca Kappa	84.00	39.00
CALYCANTHUS SHOWER GEL	Acca Kappa	21.50	10.00
CALYCANTHUS SOAP	Acca Kappa	10.25	9.50
CEDAR AFTER SHAVE EMULSION	Acca Kappa	30.25	14.00
CEDAR EAU DE COLOGNE	Acca Kappa	53.75	25.00
CEDAR SHAVE FOAM	Acca Kappa	14.00	6.50
CEDAR SHOWER SHAMPOO	Acca Kappa	19.50	9.00
CEDAR SOAP	Acca Kappa	7.00	3.25
CEDRO GIFT SET	Acca Kappa	47.50	17.00
CLASSICS SOAP SET	Acca Kappa	26.00	12.00
COMB	Acca Kappa	13.00	6.00
EUCALYPTUS TOOTHPASTE	Acca Kappa	9.75	4.50
FLOWERING SEASONS SOAP SET	Acca Kappa	28.00	13.00
GARDENIA SOAP	Acca Kappa	10.25	4.75
GLICINE HAND CREAM	Acca Kappa	15.00	7.00
GLOBEFLOWER SOAP	Acca Kappa	10.25	4.75
GLYCINE EAU DE COLOGNE	Acca Kappa	50.50	23.50
HIBISCUS BATH FOAM	Acca Kappa	28.00	13.00
HIBISCUS BODY LOTION	Acca Kappa	34.50	16.00
HIBISCUS EAU DI COLOGNE	Acca Kappa	50.50	23.50
HIBISCUS GIFT SET HAND CREAM & SOAP	Acca Kappa	23.75	11.00
HIBISCUS HAND CREAM	Acca Kappa	15.00	7.00
HIBISCUS SOAP	Acca Kappa	10.25	4.75
LIP BALM SPF 7	Acca Kappa	7.00	3.25
MAGNOLIA SOAP	Acca Kappa	10.25	4.75
MIMOSA BATH FOAM & SHOWER GEL	Acca Kappa	28.00	13.00
MIMOSA BODY LOTION	Acca Kappa	34.50	16.00
MIMOSA EAU DI COLOGNE	Acca Kappa	50.50	23.50
MIMOSA SOAP	Acca Kappa	10.25	4.75
MOUNTAIN FLOWERS SOAP SET	Acca Kappa	26.00	12.00
NAIL BRUSH	Acca Kappa	18.50	8.50
OLIVE OIL SOAP	Acca Kappa	10.25	4.75

PEAR SOAP	Acca Kappa	10.25	4.75
ROSE SOAP	Acca Kappa	10.25	4.75
SCRUBBER MITT	Acca Kappa	16.25	7.50
SWEET NOTES SOAP SET	Acca Kappa	26.00	17.00
TOOTHBRUSH	Acca Kappa	6.00	2.75
[illegible]LLA ORCHID SOAP	Acca Kappa	10.25	4.75
WHITE & MOUNTAIN FLOWERS SOAP SET	Acca Kappa	36.50	17.00
WHITE FLOWERS SOAP SET	Acca Kappa	26.00	12.00
WHITE MOSS AFTER SHAVE	Acca Kappa	45.25	21.00
WHITE MOSS AFTER SHAVE EMULSION	Acca Kappa	26.00	12.00
WHITE MOSS BODY LOTION	Acca Kappa	34.50	16.00
WHITE MOSS CONDITIONER	Acca Kappa	23.75	11.00
WHITE MOSS DEODORANT STICK	Acca Kappa	23.75	11.00
WHITE MOSS EAU DE COLOGNE	Acca Kappa	50.50	23.50
WHITE MOSS GIFT SET	Acca Kappa	55.00	17.00
WHITE MOSS GIFT SET COLOGNE, SHAMPOO & SHOWER GEL	Acca Kappa	66.75	31.00
WHITE MOSS HAND CREAM	Acca Kappa	23.75	11.00
WHITE MOSS HAND WASH	Acca Kappa	19.50	9.00
WHITE MOSS SHAMPOO	Acca Kappa	17.75	8.25
WHITE MOSS SHAMPOO DOCCIA GEL	Acca Kappa	27.00	12.50
WHITE MOSS SHAVE FOAM	Acca Kappa	14.00	6.50
WHITE MOSS SHAVING CREAM	Acca Kappa	22.50	10.50
WHITE MOSS SHOWER GEL	Acca Kappa	27.00	12.50
WHITE MOSS SOAP	Acca Kappa	7.00	3.25
WISTERIA BATH FOAM	Acca Kappa	28.00	13.00
WISTERIA BODY LOTION	Acca Kappa	34.50	16.00
WISTERIA GIFT SET - HAND CREAM & SOAP	Acca Kappa	23.75	11.00
WISTERIA SOAP	Acca Kappa	10.25	4.75
[illegible]·DANDRUFF SHAMPOO	Ahava	17.25	8.00
BEAUTY TRAVELER	Ahava	39.25	18.25
BODY SORBET CARESS	Ahava	26.00	12.00
BODY SORBET CARESS MANDARIN-CEDARWOOD	Ahava	26.00	12.00
BODY TRIO GIFT SET	Ahava	40.30	18.50
BODY TRIO GIFT SET	Ahava	40.00	11.00
CLEANSING MILK NOR/DRY	Ahava	26.00	12.00
CUTICLE CREAM	Ahava	14.50	6.25
DEAD SEA BATH SALTS	Ahava	20.75	9.00
DEAD SEA LIQ SALT 6.8OZ	Ahava	21.00	9.00
DEAD SEA MIN MUD 32OZ	Ahava	27.00	12.50
DEEP CLEANSING GEL 3.4OZ	Ahava	17.50	8.50
DERMUD 4.2OZ HAND CREAM	Ahava	26.00	12.00
DERMUD DUET GIFT SET	Ahava	45.25	12.00
DERMUD ENRICHED INTENSIVE FOOT CREAM	Ahava	27.00	12.00
DERMUD INTENSIVE BODY CREAM	Ahava	30.25	12.00
DERMUD INTENSIVE NOURISHING BODY CREAM	Ahava	34.50	15.00
DERMUD SOOTHING BODY MILK	Ahava	30.25	14.00
DRY OIL SPRAY 3.4OZ	Ahava	36.75	17.00
ENERGIZING BODY MUD MASK 8.8OZ	Ahava	19.50	9.00
ENRICHED INTENSIVE FOOT CREAM	Ahava	27.00	12.00
FACIAL SUN PROTECTION MOISTURIZER	Ahava	26.75	12.50
GENTLE BODY EXFOLIATOR	Ahava	20.75	9.00
[illegible]LE EYE MAKE UP REMOVER	Ahava	19.50	9.00
HAND CREAM 3.4OZ	Ahava	19.00	8.00
HONEY-HERBAL MINERAL BATH SALTS	Ahava	20.75	9.00
INTENSIVE NOURISHING HAND CREAM	Ahava	26.00	12.00
MINERAL BODY LOTION	Ahava	21.50	10.00
MINERAL CONDITIONER	Ahava	17.25	8.00

MINERAL FOOT CREAM	Ahava	17.25	8.00
MINERAL HAND CREAM 3.4FL.OZ	Ahava	18.25	8.50
MINERAL HAND CREAM 5.1 FL.OZ	Ahava	18.25	8.50
MINERAL SALT SOAP	Ahava	7.00	3.25
MINERAL SHAMPOO	Ahava	17.25	8.00
ERAL SHOWER GEL 8.5OZ	Ahava	17.75	8.25
MUSCLE SOOTHING EUCALYPTUS BATH SALTS	Ahava	20.75	9.00
PROTECTIVE MOIST SPF15	Ahava	30.00	14.00
PURIFYING GEL OILY SKIN 4.2OZ	Ahava	26.00	12.00
SCENTED SALT MAND/CEDAR	Ahava	17.50	8.50
SCENTED SALT SY/GREEN APPLE	Ahava	17.50	8.50
SMOOTHING MOISTURIZER DRY SKIN	Ahava	45.00	21.00
SOOTHING AFTER-SHAVE MOIST	Ahava	26.00	12.00
SPF 15 MOISTURIZER	Ahava	23.50	11.00
SPF 15 MOISTURIZING SPRAY	Ahava	23.50	11.00
SPF 30 ANTI-AGING MOISTURIZER	Ahava	23.50	11.00
SPF 30 MOISTURIZING SPRAY	Ahava	23.50	11.00
SPF 50 MOISTURIZER	Ahava	26.75	12.50
STRESS MELT BUTTER SALT 12.3OZ	Ahava	23.75	11.00
UPL BUTTER SALT MAND/CEDAR 12.3OZ	Ahava	23.75	11.00
BEYOND CLEAN ANTIOX PADS	Alaur	40.00	17.50
CLOCK-STOPPING C	Alaur	105.00	47.50
MERISTEM AHA CREAM W/BOTANICALS	Alaur	65.00	32.50
MERISTEM ANTI-OXIDANT TONER	Alaur	50.00	22.50
MERISTEM BODY LOTION	Alaur	45.00	22.50
MERISTEM CLEANSING LOTION	Alaur	45.00	22.50
MERISTEM HAND CREAM	Alaur	55.00	25.00
MERISTEM HERBAL PEEL-OFF MASK	Alaur	55.00	25.00
MUM EYE CREAM	Alaur	95.00	45.00
PABA-FREE MOISTURIZING SUNSCREEN SPF 25	Alaur	35.00	17.50
PABA-FREE SUN DEFENSE PADS SPF 30	Alaur	50.00	25.00
REDERMA	Alaur	195.00	92.50
ULTRA LIGHT OIL-FREE MOISTURIZER	Alaur	55.00	27.50
UNDER EYE THERAPY	Alaur	105.00	47.50
VIRGINSKIN	Alaur	85.00	37.50
A GUIDE TO ELEGANCE	Amazon	22.00	10.17
BETTER THAN BEAUTY: A GUIDE TO CHARM	Amazon	17.95	10.17
BREAKFAST AT TIFFANY'S AUDREY HEPBURN	Amazon	31.95	16.47
HEALTHY AGING DR. ANDREW WEIL BOOK	Amazon	27.95	18.45
HOW TO BE LOVELY AUDREY HEPBURN	Amazon	23.95	12.21
PANTY HOSE SIZE B SILKY SEER	Amazon	14.00	6.00
PANTYHOSE SIZE A SILKY SHEER	Amazon	14.00	6.00
PANTYHOSE SIZE Q SILKY SHEER	Amazon	14.00	6.00
THINGS A WOMAN SHOULD KNOW ABOUT STYLE	Amazon	22.95	10.20
TIFFANY'S TABLE MANNERS	Amazon	23.50	11.56
GENTLE TONER 200ML	Avene	18.75	8.70
LIP BALM WITH COLD CREAM 4G	Avene	12.25	5.70
ALIKA AROMASOY POCKET PACK	BlueWick	5.95	2.75
CANBERRA AROMASOY POCKET PACK	BlueWick	5.95	2.75
MAUI AROMASOY POCKET PACK	BlueWick	5.95	2.75
WARREN AROMASOY POCKET PACK	BlueWick	5.95	2.75
& SOUL MAGAZINE	Body & Soul	4.99	3.49
ALLERGY CARE KIT	Boiron	14.45	6.72
ARNICA GEL BOIR 1.5OZ	Boiron	9.00	4.19
ARNICA MONTANA 30C	Boiron	12.00	5.58
ARNICA TABS 30C	Boiron	8.60	4.00
BITECARE GEL	Boiron	9.00	4.13

CALENDULA GEL SKIN COND 1.5OZ	Boiron	9.10	4.21
CAREKIT COLD	Boiron	14.45	6.72
CAREKIT KIDS FIRST AID	Boiron	14.45	6.72
CAREKIT QUIT SMOKING	Boiron	14.45	6.72
CAREKIT SINUS	Boiron	14.45	6.72
[:TAL COUGH HONEY	Boiron	9.48	4.41
COLD SORE CARE KIT	Boiron	14.45	6.72
COLDCALM	Boiron	13.50	6.26
JET LAG CARE KIT	Boiron	14.45	6.72
OSCILLOCCINUM TUBE 3S	Boiron	10.60	4.93
OSCILLOCOCCINUM 6S	Boiron	19.50	9.10
QUIETUDE 60CT	Boiron	13.50	6.26
QUIT SNORING CARE KIT	Boiron	14.45	6.72
ROXALIA	Boiron	13.50	6.26
SABADIL	Boiron	13.50	6.26
SINUSALIA	Boiron	13.75	6.39
STRESS CARE KIT	Boiron	14.45	6.72
YEASTAWAY	Boiron	19.00	8.75
BLOOD PRESSURE	New Chapter	43.00	19.98
C FOOD COMPLEX	New Chapter	21.50	9.98
HEADACHE TAKE CARE	New Chapter	28.00	12.98
MOOD TAKE CARE	New Chapter	26.80	12.48
NEW CHAPTER MYCO MED 60CT	New Chapter	29.95	12.00
SINUS AND RESPIRATORY	New Chapter	27.00	12.48
TRANQUILNITE 30CAP	New Chapter	32.20	14.98
ZYFLAMEND SOFGEL	New Chapter	37.60	17.48
BIOEARS	Cirrus	10.00	3.62
EARHURTS	Cirrus	10.00	3.67
[LANES ADULT	Cirrus	6.57	3.55
EARPLANES CHILD	Cirrus	7.36	3.98
ALFACE ALMOND OIL BATH SALTS	Claus Porto	9.00	4.00
ALFACE HAND SOAP	Claus Porto	9.25	4.25
ALMOND ALFACE CANDLE	Claus Porto	32.25	15.00
ASSORT 5 HAND SOAPS: C,I,F,B,A	Claus Porto	45.25	21.00
ASSORT 5 HAND SOAPS: V,P,R,D,L	Claus Porto	45.25	21.00
ASSORT GUEST SOAP BEIGE	Claus Porto	19.00	8.75
ASSORT GUEST SOAP GS302	Claus Porto	19.00	8.75
ASSORT GUEST SOAPS GS301	Claus Porto	19.00	8.75
BANHO CITRON VERBENA BATH SALTS	Claus Porto	9.00	4.00
BANHO HAND SOAP	Claus Porto	9.25	4.25
CONDESSA HAND SOAP	Claus Porto	9.25	4.25
CONDESSA PANSY LIQUID	Claus Porto	19.50	9.00
CONDESSA WILD PANSY BATH SALTS	Claus Porto	9.00	4.00
CONDESSA WILD PANSY CANDLE	Claus Porto	32.25	15.00
FAVORITO HAND SOAP	Claus Porto	9.25	4.25
FAVORITO-RED POPPY BATH SALTS	Claus Porto	9.00	4.00
ILYRIA HAND SOAP	Claus Porto	9.25	4.25
ILYRIA-HONEYSUCKLE BATH SALTS	Claus Porto	9.00	4.00
LYSIA HAND SOAP	Claus Porto	9.25	4.25
LYSIA-MIMOSA BATH SALTS	Claus Porto	9.00	4.00
PARADA CANDLE	Claus Porto	32.25	15.00
P[ )A LIQUID PUMP SOAP	Claus Porto	19.50	9.00
PEAR SANDLEWOOD BATH	Claus Porto	9.00	4.00
RIVALE BATH SALT	Claus Porto	9.00	4.00
VETYVER BATH SALTS	Claus Porto	9.00	4.00
VOGA BATH SOAP	Claus Porto	9.25	4.25
VOGA-ACACIA TUBEROSE BATH SALTS	Claus Porto	8.75	4.00

COLUMBIA ANTISEPTIC POWDER 1OZ	Columbia	4.59	2.10
COLUMBIA ANTISEPTIC POWDER 6 OZ.	Columbia	10.95	4.99
AFTER SUN SOOTHING SPRAY	Crabtree & Evelyn	19.50	9.00
ALOE COND HAND WASH 250ML	Crabtree & Evelyn	15.25	7.00
AI OE HYDRATING BDY LOTN 250ML	Crabtree & Evelyn	19.50	9.00
E HYDRATING BODY WASH 250ML	Crabtree & Evelyn	17.25	8.00
ALOE MILLED SOAP SET/3X100G	Crabtree & Evelyn	17.25	8.00
ALOE VERA LIP BALM	Crabtree & Evelyn	3.75	1.75
ALOE VERA SHAMPOO	Crabtree & Evelyn	18.25	8.50
ALOE VERA TRAVELLER	Crabtree & Evelyn	17.25	8.00
BOTANICALS BODY SCRUB EDAMAME	Crabtree & Evelyn	27.95	13.00
BOTANICALS BODY SCRUB LEMONGRASS	Crabtree & Evelyn	27.95	13.00
CLEAR FOOT BRUSH WITH PUMICE	Crabtree & Evelyn	6.50	3.00
CLEAR NAIL BRUSH	Crabtree & Evelyn	4.50	2.00
COCOA BUTTER BODY SCRUB	Crabtree & Evelyn	27.95	13.00
CREAM PURE BADGER BRUSH	Crabtree & Evelyn	37.50	17.50
EF LILY EDT 100ML	Crabtree & Evelyn	43.00	20.00
EF LILY SOAP/3 100G(3348)	Crabtree & Evelyn	18.50	8.50
EF LILY TRAVELLER 4.4ML	Crabtree & Evelyn	19.50	9.00
EF WISTERIA TRAVELER 4.4ML	Crabtree & Evelyn	19.35	9.00
FOUND SHOWER & BATH GEL	Crabtree & Evelyn	18.50	8.50
GARDENRS S/T HND RECOVERY 100G	Crabtree & Evelyn	21.50	10.00
GARDNERS BIRD HOUSE	Crabtree & Evelyn	26.00	12.00
GARDNERS HAND THERAPY 100ML	Crabtree & Evelyn	15.25	7.00
GARDNRS HND THER.50ML (UK)	Crabtree & Evelyn	7.75	3.50
GOATMILK HAND THERAPY 100ML	Crabtree & Evelyn	15.25	7.00
GOATMILK S/T HAND RECOV 100G	Crabtree & Evelyn	21.50	10.00
HRT TEA RSE GLY SP BX/3	Crabtree & Evelyn	16.25	7.50
)URCE SEAWEED SHAMPOO	Crabtree & Evelyn	18.25	8.50
LA SOURCE BODY LOTION	Crabtree & Evelyn	19.50	9.00
LA SOURCE CONDITIONING HAND WASH	Crabtree & Evelyn	15.25	7.00
LA SOURCE CUTCL/NAIL THRAPY 15G	Crabtree & Evelyn	13.00	6.00
LA SOURCE FOOT THERAPY	Crabtree & Evelyn	23.75	11.00
LA SOURCE MOIST BODY GLOW	Crabtree & Evelyn	16.25	7.50
LA SOURCE SEAWEED CONDITIONER	Crabtree & Evelyn	18.50	8.50
LA SOURCE SOAP SET/3	Crabtree & Evelyn	17.25	8.00
LA SOURCE TRAVELLER	Crabtree & Evelyn	17.25	8.00
LASOURCE HAND AND FEET TREAT	Crabtree & Evelyn	37.00	17.00
LASOURCE HAND THERAPY 50ML	Crabtree & Evelyn	7.75	3.50
LASOURCE RELAXING BATH TABLETS	Crabtree & Evelyn	32.25	15.00
LASRC EXFOL BODY SCRUB 200ML	Crabtree & Evelyn	19.50	9.00
LASRCE H/T CRM- 100ML	Crabtree & Evelyn	15.25	7.00
LASRCE MIN.MSCLE SOAK/NEW CAP	Crabtree & Evelyn	21.50	10.00
LASRCE S/T HAND RECOVERY 100G	Crabtree & Evelyn	21.50	10.00
LAV SOAP LEAVES FOR TRAVEL	Crabtree & Evelyn	4.50	2.00
LAVENDER BATH GEL 250ML (3230)	Crabtree & Evelyn	17.25	8.00
LAVENDER BODY CREAM 250G	Crabtree & Evelyn	30.25	14.00
LAVENDER ESSENTIALS PURSE	Crabtree & Evelyn	32.25	15.00
LAVENDER HAND & BODY LOTION	Crabtree & Evelyn	19.50	9.00
LAVENDER HAND THERAPY 100ML	Crabtree & Evelyn	15.25	7.00
LAVENDER HAND WASH 250ML	Crabtree & Evelyn	19.50	7.00
NDER TALC-FREE POWDER 75G	Crabtree & Evelyn	13.00	6.00
LAVENDER TRAVELLER	Crabtree & Evelyn	17.25	8.00
LAVENDER WATER 100ML	Crabtree & Evelyn	30.25	14.00
LILY BODY CREAM 200ML	Crabtree & Evelyn	30.25	14.00
LILY BODY LOTION 250ML	Crabtree & Evelyn	21.50	10.00
LILY OF VALLEY TRAVELLER	Crabtree & Evelyn	21.50	10.00

LOST SHOWER & BATH GEL	Crabtree & Evelyn	18.50	8.50
LSRC FT SMOOTHR W/PEPRMNT OIL	Crabtree & Evelyn	19.50	9.00
NANTCKT BRIAR EDT TRVLLR	Crabtree & Evelyn	16.25	7.50
NANTUCKET BRIAR TRAVELLER	Crabtree & Evelyn	17.25	8.00
NANTUCKET HAND THERAPY 100ML	Crabtree & Evelyn	15.25	7.00
1AD DEODORANT-75G	Crabtree & Evelyn	14.50	6.75
NOMAD EDT 100ML	Crabtree & Evelyn	43.00	20.00
NOMAD HAIR AND BODY WASH 250ML	Crabtree & Evelyn	17.20	8.00
NOMAD MST A/S BLM 100ML-ALC FR	Crabtree & Evelyn	32.25	15.00
NOMAD SHAVE SOAP IN BOWL	Crabtree & Evelyn	19.50	9.00
NOMAD SHV CRM IN GLS JAR 150G	Crabtree & Evelyn	26.95	12.50
NOMAD TRAVEL COMPANION	Crabtree & Evelyn	70.00	32.50
NURSERY TAILS BAG	Crabtree & Evelyn	48.50	22.50
PUDY CAT COMFORT CREAM	Crabtree & Evelyn	16.25	7.50
ROSEWATER BATH GEL 250ML	Crabtree & Evelyn	17.25	8.00
ROSEWATER EAU FRAICHE 100ML	Crabtree & Evelyn	30.25	14.00
ROSEWATER ESSENTIALS PURSE	Crabtree & Evelyn	32.25	15.00
ROSEWATER GLYC. SP BX/3	Crabtree & Evelyn	17.25	8.00
ROSEWATER HAND & BODY LOTION	Crabtree & Evelyn	19.35	9.00
ROSEWATER HAND THERAPY 100ML	Crabtree & Evelyn	15.25	7.00
ROSEWATER HAND THERAPY 50ML	Crabtree & Evelyn	7.75	3.50
ROSEWATER MINI HOME FRAGRANCE COLLECTION	Crabtree & Evelyn	21.50	10.00
ROSEWATER ROOM SPRAY 100ML	Crabtree & Evelyn	13.00	6.00
ROSEWATER TALC-FREE POWDER 75G	Crabtree & Evelyn	13.00	6.00
ROSEWATER TRAVELLER	Crabtree & Evelyn	17.25	8.00
ROSEWATER W/CC. SP BX/3	Crabtree & Evelyn	17.25	8.00
RW SOAP LEAVES FOR TRAVEL	Crabtree & Evelyn	4.50	2.00
RW/GLYCERIN BODY CREAM 250G	Crabtree & Evelyn	30.25	14.00
ALWOOD DEODORANT 75G	Crabtree & Evelyn	14.50	6.75
SANDALWOOD EDT 100ML	Crabtree & Evelyn	43.00	20.00
SCENTED CANDLE COLLECTION	Crabtree & Evelyn	28.75	12.50
SEAWEED CONDITIONER	Crabtree & Evelyn	18.50	9.25
SH TALC-FREE 75G (28323)	Crabtree & Evelyn	13.00	6.00
SHAVING BRUSH STAND	Crabtree & Evelyn	15.00	7.00
SM 2000 DRAWER LINER	Crabtree & Evelyn	19.50	9.00
SMRHILL BDY MST 100ML	Crabtree & Evelyn	21.50	10.00
SNDLWD HAIR/BODY WASH 250ML	Crabtree & Evelyn	17.20	8.00
SNDLWD MST AFTRSHV BLM 100ML	Crabtree & Evelyn	32.25	15.00
SNDLWD SHV CRM IN GLS JAR 150G	Crabtree & Evelyn	27.00	12.50
SNDLWD SHV SOAP IN WOODEN BOWL	Crabtree & Evelyn	19.50	9.00
SUMMER HILL ESSENTIALS PURSE	Crabtree & Evelyn	32.25	15.00
SUMMER HILL GEL 200ML	Crabtree & Evelyn	17.25	8.00
SUMMER HILL HAND THERAPY 50ML	Crabtree & Evelyn	7.75	3.50
SUMMERHILL EAU DE T	Crabtree & Evelyn	30.25	14.00
SUMMERHILL HAND THERAPY 100ML	Crabtree & Evelyn	15.25	7.00
SUMMERHILL LOTION 200ML	Crabtree & Evelyn	19.50	9.00
SUMMERHILL ROOM SPRAY	Crabtree & Evelyn	13.00	6.00
SUMMERHILL SOAP SET 3	Crabtree & Evelyn	17.25	8.00
WHITE FLOWER SPONGE	Crabtree & Evelyn	7.00	3.00
WISTERIA BATH GEL 250ML	Crabtree & Evelyn	18.50	8.50
WISTERIA BODY CREAM 200ML	Crabtree & Evelyn	30.25	14.00
RIA BODY LOTION 250ML	Crabtree & Evelyn	21.50	10.00
WISTERIA EAU DE TOILET	Crabtree & Evelyn	43.00	20.00
WISTERIA EDP	Crabtree & Evelyn	48.25	22.50
WISTERIA PERF BATH SOAP	Crabtree & Evelyn	6.25	5.00
WISTERIA SOAP/3 100G	Crabtree & Evelyn	18.50	8.50
WISTERIA TALC POWDER	Crabtree & Evelyn	14.00	6.50

WISTERIA TRAVELLER	Crabtree & Evelyn	21.50	10.00
YELLOW FLOWER SPONGE	Crabtree & Evelyn	7.00	3.00
BIRCHWOOD PADDLE BRUSH CP-WL	Creative Products	15.90	7.95
BOBBY PIN	Creative Products	8.90	4.45
CERAMIC ION COLLECTION	Creative Products	13.00	6.50
(.MIC ION COLLECTION CR130-CI	Creative Products	11.90	5.95
CERAMIC ION COLLECTION CR132-CI	Creative Products	13.90	6.95
CERAMIC ION COLLECTION CR133-CI	Creative Products	15.90	7.45
CLASSIC CRM	Creative Products	39.90	19.90
CLASSIC MIXED BRISTLE PADDLE PETITE	Creative Products	43.90	21.95
CLASSIC MIXED BRISTLE STANDARD	Creative Products	39.80	19.90
CLASSIC PETITE	Creative Products	39.80	19.90
CLASSIC STANDARD XL	Creative Products	48.00	24.00
CLAW TORTOISE	Creative Products	9.00	4.50
CREATIVE BRUSH	Creative Products	9.50	4.75
FLORAL PONY	Creative Products	11.90	5.95
FOLDING BRUSH CR38SM	Creative Products	5.96	2.98
HAND MADE COMBS	Creative Products	11.90	5.95
HAND MADE COMBS C3W	Creative Products	10.90	5.45
HAND MADE COMBS C4	Creative Products	9.90	4.95
HAND MADE COMBS C5	Creative Products	11.10	5.55
HAND MADE COMBS C55P-R	Creative Products	9.90	4.95
HAND MADE COMBS C55R	Creative Products	9.90	4.95
HAND MADE COMBS C661	Creative Products	12.50	6.25
HAND MADE COMBS C8	Creative Products	11.90	5.95
HAND MADE CRYSTAL HAIR	Creative Products	16.90	8.45
HANDMADE COMB C2	Creative Products	7.90	3.95
HANDMADE COMBS C5W	Creative Products	11.10	5.55
(E JAW	Creative Products	29.90	14.95
LARGE JAW TORTOISE	Creative Products	9.50	4.75
LARGE SPIDER TORTOISE	Creative Products	9.00	4.50
MEDIUM JAW	Creative Products	25.90	12.95
MEDIUM LG JAW	Creative Products	27.90	13.95
MEDIUM RECTANGLE BARRETTE	Creative Products	13.90	6.95
METAL TUNNEL VENT BRUSH CR3402MV	Creative Products	9.90	4.95
MINI BRUSH CR3403-MINI	Creative Products	6.90	3.45
MINI BRUSH CR3402-MINI	Creative Products	5.90	2.95
MINI STYLING TOOLS	Creative Products	6.90	3.45
MINI STYLING TOOLS NATURAL BRISTLE	Creative Products	8.90	4.45
MINI-BRUSH CR3403-MINI-MB	Creative Products	8.90	4.45
OAK NATURAL ROUND CR4XXX	Creative Products	23.90	11.95
OAK ROUND CRM3	Creative Products	15.90	7.95
OAK ROUND BRUSH CR2	Creative Products	15.90	7.95
OAK ROUND BRUSH CR4XX	Creative Products	21.90	10.95
OAK ROUND BRUSH CRM4X	Creative Products	18.90	9.45
OAK ROUND BRUSH MIXED BRISTLE	Creative Products	13.90	6.95
OAK ROUND BRUSH NATURAL BRISTLE	Creative Products	17.90	8.95
OAK STYLING BRUSH CR-6	Creative Products	19.90	9.95
OAK STYLING BRUSH CR6X	Creative Products	21.90	10.95
OAK STYLING BRUSH CR-M6	Creative Products	19.96	9.98
OAK STYLING BRUSH CRM6XX	Creative Products	25.90	12.95
P .E BRUSH BOAR BRISTLECRM3403	Creative Products	13.30	6.65
PADDLE BRUSH CRP-MD	Creative Products	9.80	4.90
PADDLE BRUSH CRPS	Creative Products	10.90	5.45
PADDLE BRUSH CRP-SM	Creative Products	7.20	3.60
PADDLE BRUSHES CR3403N	Creative Products	9.96	4.98
PADDLE BRUSHES CR3405-N	Creative Products	9.96	4.98

PONY TORTOISE	Creative Products	6.90	3.45
SM OVAL PONY	Creative Products	8.90	4.45
SMALL JAW TORTOISE	Creative Products	8.50	4.25
SMALL SPIDER TORTOISE	Creative Products	7.90	3.95
SMALL WOOD PADDLE CP-WS	Creative Products	12.90	6.45
( ) BARREL THERMAL	Creative Products	13.90	6.95
SOLID BARREL THERMAL CR103P	Creative Products	17.90	8.95
STYLING BRUSH 3402F	Creative Products	11.90	5.95
THERMAL W/ REINFORCED BOAR BRISTLE	Creative Products	17.90	8.95
THERMAL W/ REINFORCED CR101BP	Creative Products	13.90	6.95
THERMAL W/ REINFORCED CR103BP	Creative Products	21.90	10.95
VENT BRUSH	Creative Products	9.00	4.50
DANDELION LEAF TEA	Default Vendor	5.19	5.19
ELEUTRO ROOT TEA	Default Vendor	5.29	5.29
AFTER SUN LOT 3.4OZ	Dr. Hauschka	26.95	13.77
AGOPYRON COLD RELIEF	Dr. Hauschka	18.00	8.40
ANNIVERSARY KIT	Dr. Hauschka	74.25	28.78
APIS BELLADONNA SORE THROAT RESCUE	Dr. Hauschka	18.00	8.40
ARNICA BUMP & BRUISE RELIEF	Dr. Hauschka	18.00	8.40
AROMATHERAPY BATH KIT	Dr. Hauschka	20.75	9.57
BIRCH-ARNICA BODY OIL 3.4OZ	Dr. Hauschka	30.99	16.17
BLACKTHORN BODY OIL 3.4OZ	Dr. Hauschka	34.75	16.17
BLACKTHORN BODY WASH	Dr. Hauschka	21.85	10.17
BLACKTHORNE BODY OIL 0.34 OZ	Dr. Hauschka	4.00	1.75
BODY WASH FLORAL 6.8OZ	Dr. Hauschka	22.95	13.77
BODY WASH FRESH 6.8OZ	Dr. Hauschka	22.95	13.77
BORAGE VARICOSE VEIN RELIEF	Dr. Hauschka	18.00	14.00
BRONZING POWDER	Dr. Hauschka	33.95	20.37
( )NDULA WOUND CLEANSER	Dr. Hauschka	25.80	12.00
CLARIFYING TONER 3.4OZ	Dr. Hauschka	37.95	19.77
CLEANSING CLAY MASK 3.1OZ	Dr. Hauschka	43.65	22.77
CLEANSING CREAM 1.7OZ	Dr. Hauschka	27.55	14.37
CLEANSING MILK 4.9OZ	Dr. Hauschka	38.95	20.37
CONCEALER 01	Dr. Hauschka	21.95	13.17
CONCEALER 02	Dr. Hauschka	21.95	13.17
CONCEALER 03	Dr. Hauschka	21.95	13.17
DAILY BODY CARE KIT	Dr. Hauschka	25.75	11.97
DAILY FACE CARE KIT DRY SKIN	Dr. Hauschka	27.05	12.57
DAILY FACE CARE KIT OILY	Dr. Hauschka	27.05	12.57
DAILY REVITALIZING EYE CRM 0.38OZ	Dr. Hauschka	57.45	29.97
DEODORANT FLORAL	Dr. Hauschka	26.00	11.97
DEODORANT FRESH	Dr. Hauschka	26.00	11.97
EVERYDAY MATTERS N/DRY/SEN	Dr. Hauschka	95.40	49.77
EVERYDAY MATTERS OILY/BLEM	Dr. Hauschka	95.40	49.77
EYE CONTOUR DAY BALM 0.34OZ	Dr. Hauschka	57.45	29.97
EYE SOLACE 1.7OZ	Dr. Hauschka	34.45	17.97
EYELINER 01 (ESPRESSIVO)	Dr. Hauschka	16.95	10.17
EYELINER 02 (ELEGANTE)	Dr. Hauschka	16.95	10.17
EYELINER 03 (GRAZIOSO)	Dr. Hauschka	12.75	10.17
EYELINER 04 (CALOROSO)	Dr. Hauschka	16.95	10.17
EYELINER 05 (EXTRAVAGANZA)	Dr. Hauschka	16.95	10.17
E( )ER BLACK	Dr. Hauschka	16.95	10.17
EYELINER BROWN	Dr. Hauschka	16.95	10.17
EYESHADOW 01	Dr. Hauschka	17.95	10.77
EYESHADOW 02	Dr. Hauschka	17.95	10.77
EYESHADOW 03	Dr. Hauschka	17.95	10.77
EYESHADOW 04	Dr. Hauschka	17.95	10.77

EYESHADOW 05	Dr. Hauschka	17.95	10.77
EYESHADOW 06	Dr. Hauschka	17.95	10.77
EYESHADOW 07	Dr. Hauschka	17.95	10.77
EYESHADOW 08	Dr. Hauschka	17.95	10.77
EYESHADOW 09	Dr. Hauschka	17.95	10.77
[illegible]AL STEAM BATH 3.4OZ	Dr. Hauschka	36.75	19.17
FACIAL TONER 3.4OZ	Dr. Hauschka	36.75	19.17
FIRMING MASK 1OZ	Dr. Hauschka	55.25	28.80
HAND CREAM 1.7OZ	Dr. Hauschka	28.00	13.77
JOJOBA & MARSH COND 8.4OZ	Dr. Hauschka	18.70	8.70
LAVENDER BATH 5.1OZ	Dr. Hauschka	34.45	17.97
LAVENDER BODY OIL 3.4OZ	Dr. Hauschka	34.75	16.17
LEMON BATH 5.1OZ	Dr. Hauschka	34.45	17.97
LEMON BODY MOISTURIZER	Dr. Hauschka	38.15	17.74
LEMON BODY OIL 3.4OZ	Dr. Hauschka	31.00	16.17
LEMON BODY WASH	Dr. Hauschka	21.85	10.17
LIP BALM 0.15OZ	Dr. Hauschka	14.50	8.70
LIP BALM 0.15OZ	Dr. Hauschka	18.75	8.70
LIP CARE STICK 0.16OZ	Dr. Hauschka	16.75	7.77
LIP GLOSS 01 ROSE QUARTZ	Dr. Hauschka	16.95	10.17
LIP GLOSS 04 RUBY	Dr. Hauschka	16.95	10.17
LIPLINER 01	Dr. Hauschka	16.95	10.17
LIPLINER 02	Dr. Hauschka	16.95	10.17
LIPLINER 03	Dr. Hauschka	16.95	10.17
LIPLINER 04	Dr. Hauschka	12.75	10.17
LIPLINER NOVUM	Dr. Hauschka	16.95	10.17
LIPSTICK 11 EFFETUOSO	Dr. Hauschka	21.00	12.60
LIPSTICK NOVUM 04	Dr. Hauschka	25.75	11.97
[illegible]ICK 01 AMOROSO	Dr. Hauschka	21.00	12.60
LIPSTICK 02 LEGATO	Dr. Hauschka	21.00	12.60
LIPSTICK 03 GIOCOSO	Dr. Hauschka	21.00	12.60
LIPSTICK 04 MEZZAFORTE	Dr. Hauschka	21.00	12.60
LIPSTICK 06 FORTISSIMA	Dr. Hauschka	21.00	12.60
LIPSTICK 07 ADIAGIO	Dr. Hauschka	21.00	12.60
LIPSTICK 09 DOLCE	Dr. Hauschka	21.00	12.60
LIPSTICK NOVUM 01	Dr. Hauschka	19.95	11.97
LIPSTICK NOVUM 02	Dr. Hauschka	19.95	11.97
LIPSTICK NOVUM 03	Dr. Hauschka	19.95	11.91
LIPSTICK NOVUM 05	Dr. Hauschka	14.95	11.97
LIPSTICK NOVUM 06	Dr. Hauschka	14.95	10.17
MACADAMIA & ORANGE SHAMP 8.4OZ	Dr. Hauschka	16.75	7.80
MASCARA BLUE	Dr. Hauschka	23.50	14.10
MASCARA BLACK	Dr. Hauschka	23.50	14.10
MASCARA BROWN	Dr. Hauschka	23.50	14.10
MERCURIALIS WOUND RESCUE	Dr. Hauschka	25.80	12.00
MOISTURIZING DAY CRM 1OZ	Dr. Hauschka	37.90	19.77
MOISTURIZING DAY CRM 3.4OZ	Dr. Hauschka	68.95	35.97
MOISTURIZING MASK 1OZ	Dr. Hauschka	55.25	28.80
MOOR LAVENDER BODY OIL	Dr. Hauschka	34.75	16.17
NASTURTIUM & LEM SHAMP 8.4OZ	Dr. Hauschka	16.75	7.80
NEEM HAIR LOTION	Dr. Hauschka	32.25	14.97
N[illegible] HAIR OIL	Dr. Hauschka	38.75	17.97
NEEM NAIL OIL 1OZ	Dr. Hauschka	43.70	22.80
NEEM NAIL OIL PEN 0.13OZ	Dr. Hauschka	20.65	10.77
NICOTIANA CRAMP RELIEF	Dr. Hauschka	18.00	14.00
NORMALIZING DAY OIL 1OZ	Dr. Hauschka	44.79	23.37
OUCH! AID ARNICA COMPRESS	Dr. Hauschka	12.90	6.00

PURE CARE COVER STICK BEIGE 02	Dr. Hauschka	25.75	11.97
PURE CARE COVER STICK NATURAL 01	Dr. Hauschka	25.75	11.97
QUINCE BODY MOISTURIZER	Dr. Hauschka	47.65	22.17
QUINCE BODY MOISTURIZER 5OZ	Dr. Hauschka	42.50	22.17
QUINCE DAY CREAM 1OZ	Dr. Hauschka	34.45	17.97
[VENATING MASK 1OZ	Dr. Hauschka	55.25	28.80
RHYTHMIC NIGHT COND 30AMP	Dr. Hauschka	91.95	47.97
RHYTHMIC NIGHT COND-S 30AMP	Dr. Hauschka	91.95	47.97
ROGUE POWDER 02	Dr. Hauschka	26.00	15.60
ROSE BODY MOISTURIZER	Dr. Hauschka	45.95	23.97
ROSE BODY MOISTURIZER 5OZ	Dr. Hauschka	45.95	23.97
ROSE BODY OIL 3.4OZ	Dr. Hauschka	41.35	21.57
ROSE BODY WASH	Dr. Hauschka	21.85	10.17
ROSE DAY CREAM 1OZ	Dr. Hauschka	45.95	23.97
ROSE DAY CREAM LIGHT	Dr. Hauschka	49.50	19.18
ROSE FOOT BALM	Dr. Hauschka	23.00	10.77
ROSEMARY BATH 5.1OZ	Dr. Hauschka	34.45	17.97
ROSEMARY BODY OIL	Dr. Hauschka	31.00	16.17
ROSEMARY BODY OIL 3.4OZ	Dr. Hauschka	26.95	16.17
ROSEMARY LEG & ARM TONER 3.4OZ	Dr. Hauschka	37.90	19.77
ROUGE POWDER 01 ACCENTO	Dr. Hauschka	26.00	15.60
ROUGE POWDER 03 ACCENTO	Dr. Hauschka	26.00	15.60
SAGE BATH 5.1OZ	Dr. Hauschka	34.45	17.97
SHAMPOO APRICOT & SEA BUCKTHORN	Dr. Hauschka	16.75	7.80
SPRUCE BATH 5.1OZ	Dr. Hauschka	34.45	17.97
ST.JOHN'SWORT FOOT CR 2.5OZ	Dr. Hauschka	27.55	14.37
SUNBLOCK SPF30 STICK	Dr. Hauschka	19.25	8.97
SUNSCREEN 30	Dr. Hauschka	29.95	16.77
S CREEN CREAM 20	Dr. Hauschka	25.95	15.57
SUNSCREEN CRM SPF20 3.4OZ	Dr. Hauschka	25.95	15.57
SUNSCREEN LOT SPF15 3.4OZ	Dr. Hauschka	23.95	12.57
SUNSCREEN LOT SPF8 3.4OZ	Dr. Hauschka	22.95	11.97
SUNSCREEN SPRAY SPF15	Dr. Hauschka	31.30	14.55
TONED DAY CREAM 1OZ	Dr. Hauschka	41.35	21.57
TRANSLUCENT BRONZE CON 1OZ	Dr. Hauschka	40.95	20.97
TRANSLUCENT FACE PWDR COMPACT	Dr. Hauschka	32.00	19.20
TRANSLUCENT FACE PWDR LOOSE	Dr. Hauschka	32.00	19.20
TRANSLUCENT MAKE-UP 01	Dr. Hauschka	32.50	19.50
TRANSLUCENT MAKE-UP 02	Dr. Hauschka	32.50	19.50
TRANSLUCENT MAKE-UP 03	Dr. Hauschka	32.50	19.50
VOLUME MASCARA 01 BLACK	Dr. Hauschka	23.50	14.10
VOLUME MASCARA 02 GOLDEN GREEN	Dr. Hauschka	23.50	14.10
VOLUME MASCARA 03 AUBERGINE	Dr. Hauschka	23.50	14.10
WEL COMPLETE DAILY PACK 30 PACKETS	Dr. Weil	64.50	30.00
WEL DAILY MULTI OPTI HEALTH TAB 30	Dr. Weil	13.00	6.00
WEL IMMUNE SUPPORT FORMULA VCAP120	Dr. Weil	38.70	18.00
WEL SLEEP SUPPORT FORMULA CAP30	Dr. Weil	29.70	13.80
WEL STRESS SUPPORT FORMULA CAP 30	Dr. Weil	26.90	12.50
BUDDY D BEAR	Dreamtime	27.00	12.50
COMFORT ME PILLOW BLUE	Dreamtime	21.50	10.00
COMFORT ME PILLOW LAV	Dreamtime	21.50	10.00
C ERTIBLE WONDER PILLOW	Dreamtime	43.00	20.00
COZY CAT	Dreamtime	27.00	12.50
FACE PILLOWS ASST	Dreamtime	20.50	9.50
FOOT COZYS	Dreamtime	53.99	25.00
HAND COZYS	Dreamtime	50.99	22.50
HEART PILLOW	Dreamtime	33.99	15.00

MIDNIGHT MASK BLUE	Dreamtime	11.50	5.00
MIDNIGHT MASKS (SILKY MATERIAL)	Dreamtime	12.00	5.00
BODY LOTION JASMINE	Durance	20.50	9.50
BODY LOTION LAVENDER	Durance	20.50	9.50
BODY LOTION MADONNA LILY	Durance	20.50	9.50
Y LOTION VERBENA	Durance	20.50	9.50
BOUQUET PARFUME HONEY	Durance	47.50	22.00
BOUQUET PARFUME LAVENDER	Durance	47.50	22.00
DURANCE EAU DE TOILETTE	Durance	38.00	14.00
DURANCE FACIAL MASK	Durance	26.00	12.00
DURANCE FOOT CREAM 2.5 FL. OZ	Durance	21.50	12.00
DURANCE HAND CREAM 2.5 FL.OZ	Durance	21.50	10.00
FOAM BATH JASMINE	Durance	20.50	9.50
GUESTS SOAPS JASMINE	Durance	7.75	3.00
GUESTS SOAPS LAVENDER	Durance	7.75	3.00
GUESTS SOAPS ORANGE - GRAPEFRUIT	Durance	7.75	3.00
GUESTS SOAPS PATCHOULI	Durance	7.75	3.00
GUESTS SOAPS VERBENA	Durance	7.75	3.00
L'OME AFTER SHAVE CREAM	Durance	26.00	12.00
L'OME DEODORANT	Durance	25.00	12.75
L'OME SHAVING BOWL & SOAP	Durance	25.00	11.50
L'OME SHAVING OIL	Durance	26.00	12.00
L'OME SHOWER GEL	Durance	25.00	8.00
PERFUMED HANDCRAFT CANDLE COTTON FLOWER	Durance	21.50	10.00
PERFUMED HANDCRAFT CANDLE JASMINE	Durance	21.50	10.00
PERFUMED HANDCRAFT CANDLE LAVANDE	Durance	21.50	10.00
PERFUMED HANDCRAFT CANDLE MYRRHE	Durance	21.50	10.00
PERFUMED HANDCRAFT CANDLE PEAR WILLIAMS	Durance	21.50	10.00
JMED HANDCRAFT CANDLE PINE IN PROVENCE	Durance	21.50	10.00
PERFUMED HANDCRAFT CANDLE VERVAIN	Durance	21.50	10.00
PILLOW PERFUME COTTON FLOWER	Durance	13.00	6.00
PILLOW PERFUME EVENING HERBAL TEA	Durance	13.00	6.00
PILLOW PERFUME PASSIONATE NIGHT	Durance	13.00	6.00
PROVECAL SOAP VERBENA	Durance	6.50	3.00
PROVENCAL INCENSE JASMINE	Durance	13.00	6.00
PROVENCAL INCENSE ORANGE- CINNAMON	Durance	13.00	6.00
PROVENCAL INCENSE ROSE	Durance	13.00	6.00
PROVENCAL INCENSE VANILLA	Durance	13.00	6.00
PROVENCAL SOAP LAVENDER	Durance	6.50	3.00
PROVENCAL SOAP NATURAL	Durance	6.50	3.00
PROVENCAL SOAP OLIVE	Durance	6.50	3.00
PROVENCAL SOAP ORANGE - GRAPEFRUIT	Durance	6.50	3.00
SCENTED CANDLE CANDIED ORANGE	Durance	10.75	5.00
SCENTED CANDLE GINGER FLOWER	Durance	10.75	5.00
SCENTED CANDLE LOTUS FLOWER	Durance	10.75	5.00
SCENTED CANDLE RICE PUDDING	Durance	10.75	5.00
SCENTED CANDLE SEA SPRAYS	Durance	10.75	5.00
SHOWER GEL JASMINE	Durance	20.50	9.50
SHOWER GEL LAVENDER	Durance	20.50	9.50
SHOWER GEL MADONNA LILY	Durance	20.50	9.50
GOLD GRAIN PERFUME BOTTLE	East of Eden	26.95	12.50
N RIVER	East of Eden	26.92	12.50
RED SWIRL PERFUME BOTTLE	East of Eden	28.95	13.50
SAHARA NIGHT PERFUME BOTTLE	East of Eden	26.95	12.50
1/2 OZ EDP LEAVES	Elizabeth W	19.00	8.50
1/2 OZ EDP LILAC	Elizabeth W	19.00	8.50
1/2 OZ EDP MAGNOLIA	Elizabeth W	19.00	8.50

1/2 OZ EDP NEROLI CHAMOMILE	Elizabeth W	19.00	8.50
1/2 OZ EDP TUBEROSE	Elizabeth W	19.00	8.50
BATH FIZZ TABLETS MAGNOLIA	Elizabeth W	8.00	3.50
BATH FIZZ TABLETS LILAC	Elizabeth W	8.00	3.50
BATH FIZZ TABLETS NEROLI CHAMOMILE	Elizabeth W	8.00	3.50
[illegible] OIL LEAVES	Elizabeth W	26.00	12.00
BATH OIL LILAC	Elizabeth W	26.00	12.00
BATH OIL MAGNOLIA	Elizabeth W	26.00	12.00
BATH OIL NEROLI CHAMOMILE	Elizabeth W	26.00	12.00
BATH OIL TUBEROSE	Elizabeth W	26.00	12.00
BATH POUCH LEAVES	Elizabeth W	11.00	5.00
BATH POUCH LILAC	Elizabeth W	11.00	5.00
BATH POUCH MAGNOLIA	Elizabeth W	11.00	5.00
BATH POUCH TUBEROSE	Elizabeth W	11.00	5.00
BODY LOTION LEAVES	Elizabeth W	22.00	10.00
BODY LOTION LILAC	Elizabeth W	22.00	10.00
BODY LOTION MAGNOLIA	Elizabeth W	22.00	10.00
BODY LOTION NEROLI CHAMOMILE	Elizabeth W	22.00	10.00
BODY LOTION TUBEROSE	Elizabeth W	22.00	10.00
DRAW LINER NATURAL CEDAR	Elizabeth W	28.00	13.00
DRAWER LINER NATURAL LAVENDER	Elizabeth W	28.00	13.00
EYE PILLOW ASSORTED SILKS	Elizabeth W	20.00	9.00
HANGER SACHET NATURAL CEDAR	Elizabeth W	17.00	7.50
HANGER SACHET PURPLE LAVENDER	Elizabeth W	17.00	7.50
PERFUME DIFFUSER LEAVES	Elizabeth W	78.00	36.00
PERFUME DIFFUSER LILAC	Elizabeth W	78.00	36.00
PERFUMED DIFFUSER MAGNOLIA	Elizabeth W	78.00	36.00
PERFUMED DIFFUSER NEROLI CHAMOMILE	Elizabeth W	78.00	36.00
P[illegible]UMED DIFFUSER TUBEROSE	Elizabeth W	78.00	36.00
PILLOW INSERT IVORY LAVENDER	Elizabeth W	20.00	9.00
SF LUX SET LEAVES	Elizabeth W	39.00	18.00
TRAVEL CANDLE - IVORY LEAVES	Elizabeth W	22.00	10.00
TRAVEL CANDLE - IVORY TUBEROSE	Elizabeth W	22.00	10.00
TRAVEL CANDLE - NATURAL NEROLI CHAMOMILE	Elizabeth W	22.00	10.00
TRAVEL CANDLE - PINK MAGNOLIA	Elizabeth W	22.00	10.00
TRAVEL CANDLE - PURPLE LILAC	Elizabeth W	22.00	10.00
TRAVEL SET IN MITT LAVENDER	Elizabeth W	30.00	14.00
TRAVEL SET IN MITT VETIVER	Elizabeth W	30.00	14.00
TWILIGHT KIT NATURAL	Elizabeth W	61.00	28.00
WEEKEND KIT NEROLI CHAMOMILE	Elizabeth W	35.00	16.00
WEEKEND KIT VETIVER	Elizabeth W	35.00	16.00
ELAN BREAST PUMP	Evenflo	230.00	107.12
FUZION PACIFIER 0-6MO	Evenflo	6.85	3.17
FUZION PACIFIER 6+M	Evenflo	6.85	3.17
ILLUZION PACIFIER 0-6M	Evenflo	7.75	3.59
ILLUZION PACIFIER 6+M	Evenflo	7.75	3.59
GLOBAL ACCESS $10.00	EWI Holdings, Inc	10.00	2.00
GLOBAL ACCESS $25.00	EWI Holdings, Inc	25.00	5.88
CEFIRO BATH AND SHOWER GEL 250ML	Floris	36.75	17.50
CEFIRO BODY MOISTURISER 250ML	Floris	43.00	20.00
CEFIRO EAU DE PARFUM 100ML	Floris	134.50	62.50
C[illegible]D EAU DE TOILETTE 50ML	Floris	75.25	35.00
CEFIRO LUXURY SOAP	Floris	37.65	17.50
CEFIRO SHAMPOO	Floris	26.90	12.50
CHINA ROSE BATH AND SHOWER GEL	Floris	37.65	17.50
CHINA ROSE BODY CREAM	Floris	32.25	15.00
CHINA ROSE DAU DE TOILETTE 50 ML	Floris	48.50	21.67

CHINA ROSE DUSTING POWDER	Floris	43.00	22.67
CHINA ROSE EAU DE TOILETTE 100ML	Floris	75.25	21.33
CHINA ROSE THREE TABLETS LUXURY SOAP	Floris	35.00	16.67
EAU DE SANTAL EXTREME 100ML	Floris	134.50	62.50
EAU DE TOILETTE (LILLY VALLEY)	Floris	75.25	22.50
:SS SOAPS COLLECTION	Floris	7.50	17.50
JASMINE BATH AND SHOWER GEL	Floris	37.65	17.50
JASMINE BODY MOISTURISER 250ML	Floris	43.00	20.00
JASMINE EAU DE PARFUM 100ML	Floris	134.40	62.50
JASMINE EAU DE TOILETTE	Floris	102.25	47.50
JASMINE EAU DE TOILETTE 50ML	Floris	75.25	35.00
JASMINE LUXERY SOAP	Floris	37.65	17.50
LILLY VALLEY BODY CREAM	Floris	35.00	16.25
LILLY OF THE VALLEY BATH GEL	Floris	28.00	13.00
LILY OF THE VALLEY BODY MOISTURIZER	Floris	43.00	20.00
LILY OF THE VALLEY LUXURY SOAP	Floris	35.00	16.25
SANTAL AFTERSHAVE	Floris	75.25	35.00
SANTAL AFTERSHAVE BALM	Floris	75.25	35.00
SANTAL BATH AND SHOWER GEL 200ML	Floris	31.50	15.00
SANTAL EAU DE TOILETTE 100 ML	Floris	102.15	47.50
SANTAL LUXURY SOAP	Floris	37.65	17.50
SANTAL SHAVING CREAM	Floris	34.40	16.00
BALM FOR DRY ROUGH SKIN	Gehwol	20.50	9.50
CARING FOOTDEO LOTION	Gehwol	26.95	12.50
FOOT BATH	Gehwol	19.50	9.00
FOOT CREAM	Gehwol	20.50	9.50
FOOT POWDER	Gehwol	26.95	12.50
LEG BALM	Gehwol	25.80	12.00
E FOR CRACKED SKIN	Gehwol	22.65	10.50
WARMING BALM	Gehwol	20.50	9.50
3 WISE MONKEYS SOAP	Gianna Rose Atelier	21.00	9.75
BLACK SHEEP & WHITE SHEEP SOAP	Gianna Rose Atelier	21.00	9.75
DEUX CHIENNES A PARIS SOAP	Gianna Rose Atelier	21.00	9.75
LA CHIHUAHUA SOAPS	Gianna Rose Atelier	21.00	9.75
LE CHAT SOPHISTIQUE SOAP	Gianna Rose Atelier	21.00	9.75
LE DACHSHUND SOAP	Gianna Rose Atelier	21.00	9.75
LE GOLDEN RETRIEVER SOAP	Gianna Rose Atelier	21.00	9.75
LE PETIT LABRADOR CHOCOLAT SOAP	Gianna Rose Atelier	21.00	9.75
LE PETIT LABRADOR NOIR SOAP	Gianna Rose Atelier	21.00	9.75
LE PETITE LABRADOR JAWN SOAP	Gianna Rose Atelier	21.00	9.75
LE PUG SOAP	Gianna Rose Atelier	21.00	9.75
L'ELEPHANT SOAP	Gianna Rose Atelier	21.00	9.75
LEMON & CLOVE BUD SOAP	Gianna Rose Atelier	22.00	9.95
MANEQUIN SINGLE SOAP	Gianna Rose Atelier	11.00	4.95
MANNEQUIN BOXED SOAP	Gianna Rose Atelier	24.00	10.95
OWL- SHAPED W/ PORCELAIN SOAP	Gianna Rose Atelier	21.00	9.75
PELUCHE D'ANTIQUITE SOAP	Gianna Rose Atelier	21.00	9.75
RABBIT LAPIN DANS LE JARDIN SOAP	Gianna Rose Atelier	21.00	9.75
SCOTTIE DOG SOAP	Gianna Rose Atelier	21.00	9.75
THE MAGIC FROG SOAP	Gianna Rose Atelier	25.00	11.50
TROIS PETITS COCHONS SOAP	Gianna Rose Atelier	21.00	9.75
E WITH LILY PAD DISH SOAP	Gianna Rose Atelier	26.00	11.95
WHITE VANILLA PEAR SINGLE SOAP	Gianna Rose Atelier	12.00	5.25
ACCESSORIES - LEASHES	ICU Eyewear	18.25	8.50
ADULT SUNGLASSES	ICU Eyewear	18.25	8.50
CHILDREN'S SUNGLASSES	ICU Eyewear	10.75	5.00
GLASS CASES	ICU Eyewear	2.25	1.00

READER EYEGLASSES	ICU Eyewear	18.25	8.50
REPAIR KIT	ICU Eyewear	11.25	5.00
SUN READERS	ICU Eyewear	20.50	8.50
TUBE EYEGLASSES	ICU Eyewear	19.25	9.00
ASSORTED LOOPS NY 211- AD	J&D Beauty	2.99	2.99
WN HAIR LOOPS NY213-BR	J&D Beauty	2.99	1.00
COTTON ROUNDS	J&D Beauty	2.99	1.15
FLAT IRON WITH 10 HEAT SETTINGS.	J&D Beauty	40.00	18.00
HAIR LOOPS BROWN NY 212 -BR	J&D Beauty	2.99	1.00
LG THICK LOOPS - BROWN 10/PK	J&D Beauty	2.99	1.00
LG-THICK LOOPS- ASST 6/PK	J&D Beauty	2.99	1.00
MED THICK LOOPS- BROWN 10/PK	J&D Beauty	2.99	1.00
MEGA CURLING IRON WITH MULTI-HEAT	J&D Beauty	47.25	22.00
THICK LOOPS-BROWN NY 211-BR	J&D Beauty	2.99	2.99
TRAVEL LINT ROLLER	J&D Beauty	2.99	1.38
ABSENCE 2	Jane Iredale	38.15	17.75
ABSENCE OIL CONTROL PRIMER	Jane Iredale	38.15	17.75
AGATE BROWN PURE LASH MASCARA	Jane Iredale	17.20	8.00
ALLURE EYE SHADOW	Jane Iredale	18.80	8.75
ALMOND EYESHADOW	Jane Iredale	18.80	8.75
AMAZING BASE LIGHT BEIGE	Jane Iredale	38.15	17.95
AMAZING MATTE LOOSE POWDER	Jane Iredale	33.40	15.50
AMBER AMAZING BASE	Jane Iredale	38.15	17.75
AMBER PRESSED MINERAL POWDER	Jane Iredale	45.15	21.00
ANGLE LINER / BROW BRUSH	Jane Iredale	11.20	5.20
ANNIE LIP COLOUR	Jane Iredale	20.50	9.50
ANTIQUE ROSE EYE SHADOW	Jane Iredale	18.80	8.75
APRICOT FIZZ LIPGLOSS	Jane Iredale	20.50	9.50
EY LIP COLOUR	Jane Iredale	20.50	9.50
AUBURN PURE BROW GEL	Jane Iredale	17.20	8.00
AUTUMN PURE PRESSED BASE	Jane Iredale	45.15	21.00
BABE LIP COLOUR	Jane Iredale	20.50	9.50
BALANCE HYDRATION SPRAY	Jane Iredale	18.85	8.75
BARELY ROSE BLUSH	Jane Iredale	27.95	13.00
BASIC BLACK EYE PENCIL	Jane Iredale	10.00	4.50
BASIC BROWN EYE PENCIL	Jane Iredale	10.00	4.50
BERRY LIP PENCIL	Jane Iredale	10.00	4.50
BEST BLUE EYE SHADOW	Jane Iredale	18.80	8.75
BISQUE AMAZING BASE	Jane Iredale	38.15	17.75
BISQUE PURE PRESSED BASE	Jane Iredale	45.15	21.00
BLACK CURRANT LIP GLOSS	Jane Iredale	20.50	9.50
BLACK ICE LONGEST LASH MASCARA	Jane Iredale	34.40	16.00
BLACK LIQUID EYE LINER	Jane Iredale	21.50	10.00
BLACK ONYX MASCARA	Jane Iredale	17.20	8.00
BLACK PLUS EYELINER	Jane Iredale	27.95	13.00
BLACK/BROWN EYE PENCIL	Jane Iredale	10.00	4.50
BLACK/BROWN LIQUID EYE LINER	Jane Iredale	21.50	10.00
BLACK/BROWN PLUS EYELINER	Jane Iredale	27.95	13.00
BLONDE PURE BROW GEL	Jane Iredale	17.20	8.00
BLUE MOON EYESHADOW	Jane Iredale	18.80	8.75
BLUSH WHITE FAN BRUSH	Jane Iredale	12.90	6.00
B EYE SHADOW	Jane Iredale	18.80	8.75
BOTANICAL BRUSH CLEANER	Jane Iredale	16.15	7.50
BRETT LIP COLOUR	Jane Iredale	20.50	9.50
BRIDGET LIP COLOUR	Jane Iredale	20.50	9.50
BRONZE 24-KARAT GOLD DUST	Jane Iredale	13.00	6.00
BRONZER BLUSH	Jane Iredale	27.95	13.00

BROW FIX & MASCARA	Jane Iredale	21.50	10.00
BROWN SILK EYE GLOSS	Jane Iredale	16.15	7.50
BROWN SUGAR EYESHADOW	Jane Iredale	29.05	13.50
BROWN/BLACK PURE LASH MASCARA	Jane Iredale	17.20	8.00
BRUNETTE PURE BROW GEL	Jane Iredale	17.20	8.00
SH SHAMPOO & CONDITIONER	Jane Iredale	17.20	8.00
BUTTERNUT LOOSE POWDER	Jane Iredale	38.15	17.75
BUTTERNUT PURE PRESSED BASE	Jane Iredale	45.15	21.00
C.J. LIP COLOUR	Jane Iredale	20.50	9.50
CAMOUFLAGE 10 BRUSH	Jane Iredale	16.15	7.50
CANDIED ROSE LIPGLOSS	Jane Iredale	20.50	9.50
CANVAS LIP PRIMER	Jane Iredale	19.35	9.00
CAPPUCCINO EYESHADOW	Jane Iredale	18.80	8.75
CARAMEL LOOSE POWDER	Jane Iredale	38.15	17.75
CARAMEL PURE PRESSED BASE	Jane Iredale	45.15	21.00
CARMEN LIP COLOUR	Jane Iredale	20.50	9.50
CARRIE LIP COLOUR	Jane Iredale	20.50	9.50
CATHERINE LIP COLOUR	Jane Iredale	20.50	9.50
CHAMPAGNE 24-KARAT GOLD DUST	Jane Iredale	13.00	6.00
CHAMPAGNE EYESHADOW	Jane Iredale	19.00	8.75
CHAMPAGNE SILK EYE GLOSS	Jane Iredale	16.15	7.50
CHARISMA CREAM BLUSH	Jane Iredale	27.95	13.00
CHEMISTRY CREAM BLUSH	Jane Iredale	27.95	13.00
CHERRY SPARKLE LIPGLOSS	Jane Iredale	20.50	9.50
CHESTNUT PURE PRESSED BASE	Jane Iredale	45.15	21.00
CHISEL POWDER BRUSH	Jane Iredale	26.35	12.25
CINNAMON BLUSH	Jane Iredale	27.95	13.00
CIRCLE \ DELETE 3	Jane Iredale	31.25	14.50
.E\DELETE 2 CONCEALER	Jane Iredale	31.25	14.50
CIRCLE\DELETE1 CONCEALER	Jane Iredale	31.25	14.50
CLARITY CREAM BLUSH	Jane Iredale	27.95	13.00
CLOUD NINE EYESHADOW	Jane Iredale	29.00	13.50
COCOA LIP PENCIL	Jane Iredale	10.00	4.50
COFFEE PURE PRESSED BASE	Jane Iredale	45.15	21.00
CONFIDENCE CREAM BLUSH	Jane Iredale	27.95	13.00
CONNECTION CREAM BLUSH	Jane Iredale	27.95	13.00
COOL CRANBERRY BLUSH	Jane Iredale	27.95	13.00
COPPER LIQUID EYE LINER	Jane Iredale	21.50	10.00
COPPER WIND BLUSH	Jane Iredale	27.95	13.00
COSMO LIP GLOSS	Jane Iredale	20.50	9.50
COTTON CANDY BLUSH	Jane Iredale	27.95	13.00
COTTON CANDY LIPGLOSS	Jane Iredale	20.50	9.50
CREASE BRUSH	Jane Iredale	15.05	7.00
CRIMSON LIP PENCIL	Jane Iredale	10.00	4.50
CRUSHED ICE EYE SHADOW	Jane Iredale	18.80	8.75
D2O GOLD CAN	Jane Iredale	19.00	8.75
DAISY LIP COLOUR	Jane Iredale	20.50	9.50
DARK AUBURN LONGEST LASH MASCARA	Jane Iredale	34.40	16.00
DARK BLONDE LONGEST LASH MASCARA	Jane Iredale	34.40	16.00
DARK DISAPPEAR CONCEALER	Jane Iredale	25.80	12.00
DARK SUEDE EYE SHADOW	Jane Iredale	18.80	8.75
N EYE SHADOW	Jane Iredale	18.80	8.75
DELUXE SHADER BRUSH	Jane Iredale	23.15	10.75
DELUXE SPOOLIE BRUSH	Jane Iredale	7.55	3.25
DETAIL BRUSH	Jane Iredale	9.85	4.60
DOME BRUSH	Jane Iredale	38.05	17.70
DUBONNET BLUSH	Jane Iredale	27.95	13.00

DUSK EYE SHADOW	Jane Iredale	18.80	8.75
ECRU EYESHADOW	Jane Iredale	18.80	8.75
ECRU/CAPPUCCINO EYESHADOW	Jane Iredale	29.00	13.50
EGGPLANT EYE SHADOW	Jane Iredale	18.80	8.75
EMERALD EYE SHADOW	Jane Iredale	18.80	8.75
MA LIP COLOUR	Jane Iredale	20.50	9.50
ENLIGHTEN CONCEALER	Jane Iredale	30.10	14.00
ESPRESSO LONGEST LASH MASCARA	Jane Iredale	34.40	16.00
EYE CONTOUR BRUSH	Jane Iredale	10.25	4.75
EYE HIGHLIGHTER PENCIL	Jane Iredale	16.15	7.50
EYE LINER / BROW BRUSH	Jane Iredale	12.90	6.00
EYE SHADER BRUSH	Jane Iredale	9.70	4.50
FACIAL BLOTTING PAPER	Jane Iredale	11.85	5.50
FAWN PURE PRESSED BASE	Jane Iredale	45.15	21.00
FLOCKED SPONGE	Jane Iredale	6.00	2.75
FLUSHED BLUSH	Jane Iredale	27.95	13.00
FOUNDATION BRUSH	Jane Iredale	38.50	38.50
FRENCH TOAST/TAUPE EYESHADOW	Jane Iredale	29.00	13.50
GLIMMER GOLD EYESHADOW	Jane Iredale	18.80	8.75
GOLD 24-KARAT GOLD DUST	Jane Iredale	13.00	6.00
GOLD FLING LIPGLOSS	Jane Iredale	20.50	9.50
GOLD LIQUID EYE LINER	Jane Iredale	21.50	10.00
GOLDEN APRICOT BLUSH	Jane Iredale	27.95	13.00
GOLDEN GLOW LOOSE POWDER	Jane Iredale	38.15	17.75
GOLDEN GLOW PURE PRESSED BASE	Jane Iredale	45.15	21.00
GREEN 24-KARAT GOLD DUST	Jane Iredale	13.00	6.00
GREEN SILK EYE GLOSS	Jane Iredale	16.15	7.50
GREY SILK EYE GLOSS	Jane Iredale	16.15	7.50
E LIP COLOUR	Jane Iredale	20.50	9.50
HANDI BRUSH	Jane Iredale	42.00	19.50
HEATHER 1 & 2 EYE SHADOW	Jane Iredale	29.05	13.50
HOLLY LIP COLOUR	Jane Iredale	20.50	9.50
HONEY BRONZE AMAZING BASE	Jane Iredale	38.15	17.75
HONEY BRONZE PURE PRESSED BASE	Jane Iredale	45.15	21.00
ICED MOCHA LIPGLOSS	Jane Iredale	20.50	9.50
IVORY AMAZING BASE	Jane Iredale	38.15	17.75
IVORY PURE PRESSED BASE	Jane Iredale	45.15	21.00
JANE LIP COLOUR	Jane Iredale	20.50	9.50
JET BLACK PURE LASH MASCARA	Jane Iredale	17.20	8.00
JEWEL BOX EYELINER	Jane Iredale	28.00	13.00
JOY LIP COLOUR	Jane Iredale	20.50	9.50
JUST GLOSS LIPGLOSS	Jane Iredale	20.50	9.50
KABUKI BRUSH	Jane Iredale	34.40	16.00
KATE LIP COLOUR	Jane Iredale	20.50	9.50
KELLY LIP COLOUR	Jane Iredale	20.50	9.50
KHAKI KRAZE EYESHADOW	Jane Iredale	29.00	13.50
KIM LIP COLOUR	Jane Iredale	20.50	9.50
KIRSTEN LIP COLOUR	Jane Iredale	20.50	9.50
LARGE SHADER BRUSH	Jane Iredale	30.10	14.00
LASH CONDITIONER	Jane Iredale	17.00	8.00
LATTE AMAZING BASE	Jane Iredale	38.15	17.75
LA PURE PRESSED BASE	Jane Iredale	45.15	21.00
LAURA LIP COLOUR	Jane Iredale	20.50	9.50
LEMON LID PRIMER	Jane Iredale	19.35	9.00
LIGHT BEIGE PURE PRESSED BASE	Jane Iredale	45.15	21.00
LIGHT DISAPPEAR CONCEALER	Jane Iredale	25.80	12.00
LILAC 24-KARAT GOLD DUST	Jane Iredale	13.00	6.00

LILAC SILK EYE GLOSS	Jane Iredale	16.15	7.50
LILY LIP COLOUR	Jane Iredale	20.50	9.50
LIP DRINK SPF-15	Jane Iredale	12.50	5.80
MAGGIE LIP COLOUR	Jane Iredale	20.50	9.50
MAGIC MITT	Jane Iredale	16.15	7.50
LE AMAZING BASE	Jane Iredale	38.15	17.75
MAPLE PURE PRESSED BASE	Jane Iredale	45.15	21.00
MATTE POWDER FINISH POWDER	Jane Iredale	38.70	18.00
MAUVE SILK EYE GLOSS	Jane Iredale	16.15	7.50
MEDIUM DARK DISAPPEAR CONCEALER	Jane Iredale	25.80	12.00
MEDIUM DISAPPEAR CONCEALER	Jane Iredale	25.80	12.00
MEDIUM LIGHT DISAPPEAR CONCEALER	Jane Iredale	25.80	12.00
MELISA LIP COLOUR	Jane Iredale	20.50	9.50
MELON LIPGLOSS	Jane Iredale	20.50	9.50
MERLOT EYESHADOW	Jane Iredale	18.80	8.75
MILAN LIP PLUMPER	Jane Iredale	26.00	12.00
MIMOSA LIPGLOSS	Jane Iredale	20.50	9.50
MINI - DOME BRUSH	Jane Iredale	19.35	9.00
MINK AMAZING BASE	Jane Iredale	38.15	17.75
MINK PURE PRESSED BASE	Jane Iredale	45.15	21.00
MOCHA BLUSH	Jane Iredale	27.95	13.00
MOONGLOW GOLDEN BRONZER	Jane Iredale	44.10	20.50
MULBERRY LIPGLOSS	Jane Iredale	20.50	9.50
NATURAL AMAZING BASE	Jane Iredale	38.15	17.75
NATURAL PURE PRESSED BASE	Jane Iredale	45.15	21.00
NAVY LENGTHENING MASCARA	Jane Iredale	17.20	8.00
NICOLE LIP COLOUR	Jane Iredale	20.50	9.50
NUDE LIP PENCIL	Jane Iredale	10.00	4.50
MEG LIP PENCIL	Jane Iredale	10.00	4.50
NYC LIP PLUMPER	Jane Iredale	26.00	12.00
OPAL CRUSH EYESHADOW	Jane Iredale	18.80	8.75
OYSTER EYE SHADOW	Jane Iredale	18.80	8.75
OYSTER/SUPERNOVA EYESHADOW	Jane Iredale	29.00	13.50
PARFAIT BLUSH	Jane Iredale	27.95	13.00
PEACH LIP PENCIL	Jane Iredale	10.00	4.50
PEACH SHERBET EYE SHADOW	Jane Iredale	18.80	8.75
PEACH SILK EYE GLOSS	Jane Iredale	16.25	7.50
PECAN/CHOCOLATE EYESHADOW	Jane Iredale	29.00	13.50
PENCIL CRAYON	Jane Iredale	10.00	4.50
PENCIL SHARPENER	Jane Iredale	3.25	1.50
PERFECT PINK EYESHADOW	Jane Iredale	18.80	8.75
PETAL LIP PRIMER	Jane Iredale	19.35	9.00
PINK 24-KARAT GOLD DUST	Jane Iredale	13.00	6.00
PINK BLISS EYESHADOW	Jane Iredale	29.00	13.50
PINK CANDY LIP GLOSS	Jane Iredale	20.50	9.50
PINK SMOKE EYESHADOW	Jane Iredale	18.80	8.75
PLATINUM EYESHADOW	Jane Iredale	18.80	8.75
PLUM LIP PENCIL	Jane Iredale	10.00	4.50
PLUM PLUS EYELINER	Jane Iredale	27.95	13.00
POMMISST SPRAY WHITE CAN	Jane Iredale	19.00	8.75
POWDER ME SPF- TRANSLUCENT	Jane Iredale	47.50	22.00
DER ME SPF-TANNED	Jane Iredale	47.50	22.00
RACHEL LIP COLOUR	Jane Iredale	20.50	9.50
RADIANT AMAZING BASE	Jane Iredale	38.15	17.75
RADIANT PURE PRESSED BASE	Jane Iredale	45.15	21.00
RASPBERRY LIP GLOSS	Jane Iredale	20.50	9.50
RENEE LIP COLOUR	Jane Iredale	20.50	9.50

RETRACTABLE GOLD LIP BRUSH	Jane Iredale	18.30	8.50
RIPE PLUM LONGEST LASH MASCARA	Jane Iredale	34.40	16.00
RIVIERA PURE PRESSED BASE	Jane Iredale	45.15	21.00
ROSE LIP COLOUR	Jane Iredale	20.50	9.50
ROSE LIP PENCIL	Jane Iredale	10.00	4.50
RAISIN LIPGLOSS	Jane Iredale	20.50	9.50
SABLE LIP BRUSH	Jane Iredale	16.15	7.50
SABRINA LIP COLOUR	Jane Iredale	20.50	9.50
SANDRA LIP COLOUR	Jane Iredale	20.50	9.50
SARAH LIP COLOUR	Jane Iredale	20.50	9.50
SATIN AMAZING BASE	Jane Iredale	38.15	17.75
SATIN PURE PRESSED BASE	Jane Iredale	45.15	21.00
SEA FOAM EYESHADOW	Jane Iredale	29.05	13.50
SHARON LIP COLOUR	Jane Iredale	20.50	9.50
SHEER HONEY BLUSH	Jane Iredale	27.95	13.00
SHELL EYESHADOW	Jane Iredale	18.80	8.75
SIENNA LIP PENCIL	Jane Iredale	10.00	4.50
SILVER 24-KARAT GOLD DUST	Jane Iredale	13.00	6.00
SLATE BROWN EYESHADOW	Jane Iredale	18.80	8.75
SLATE GREY LONGEST LASH MASCARA	Jane Iredale	34.40	16.00
SMALL FLUFF BRUSH	Jane Iredale	19.35	9.00
SMOKY GREY EYESHADOW	Jane Iredale	18.80	8.75
SO - BRONZE 1 POWDER	Jane Iredale	44.10	20.50
SO - BRONZE 2 POWDER	Jane Iredale	44.10	20.50
SOFT PEACH LIP GLOSS	Jane Iredale	20.50	9.50
SPICE LIP PENCIL	Jane Iredale	10.00	4.50
STRAWBERRY LIPGLOSS	Jane Iredale	20.50	9.50
SUGAR & BUTTER	Jane Iredale	25.80	12.00
R PLUM LIPGLOSS	Jane Iredale	20.50	9.50
SUNBEAM BRONZER	Jane Iredale	49.50	23.00
SUNTAN LOOSE POWDER	Jane Iredale	38.15	17.75
SUNTAN PURE PRESSED BASE	Jane Iredale	45.15	21.00
SUPERNOVA EYESHADOW	Jane Iredale	18.80	8.75
SUSAN LIP COLOUR	Jane Iredale	20.50	9.50
SWEET SPOT TRIPLE EYESHADOW	Jane Iredale	29.00	13.50
SYDNEY LIP PLUMPER	Jane Iredale	26.00	12.00
TAUPE EYE PENCIL	Jane Iredale	10.00	4.50
TAUPE EYESHADOW	Jane Iredale	18.80	8.75
TAWNY BLUSH	Jane Iredale	27.95	13.00
TEAKWOOD PURE PRESSED BASE	Jane Iredale	45.15	21.00
TERRA - COTTA LIP PENCIL	Jane Iredale	10.00	4.50
TERRA PURE PRESSED BASE	Jane Iredale	45.15	21.00
THINK PINK EYESHADOW	Jane Iredale	29.00	13.50
TOFEE LIP GLOSS	Jane Iredale	20.50	9.50
TOURMALINE	Jane Iredale	20.50	9.50
TRIPLE COGNAC EYESHADOW	Jane Iredale	29.05	13.50
TRULY DENIM EYE SHADOW	Jane Iredale	29.05	13.50
WALNUT EYESHADOW	Jane Iredale	18.80	8.75
WARM SIENNA AMAZING BASE	Jane Iredale	38.15	17.75
WARM SIENNA PURE PRESSED BASE	Jane Iredale	45.15	21.00
WARM SILK AMAZING BASE	Jane Iredale	38.15	17.75
M SILK PURE PRESSED BASE	Jane Iredale	45.15	21.00
WHISPER BLUSH	Jane Iredale	27.95	13.00
WHITE EYE PENCIL	Jane Iredale	10.00	4.50
WHITE EYESHADOW	Jane Iredale	18.80	8.75
WILD APPLE LIPGLOSS	Jane Iredale	20.50	9.50
WINE & ROSES EYESHADOW	Jane Iredale	18.80	8.75

WINE SILK EYE GLOSS	Jane Iredale	16.15	7.50
BLU	John Allen	22.75	10.50
BODY WASH	John Allen	23.00	10.70
FACE15	John Allen	30.25	14.00
MATTE	John Allen	23.75	11.00
[illegible]	John Allen	18.25	8.50
OCEAN	John Allen	16.25	7.50
ROCK	John Allen	18.00	8.40
SCRUB	John Allen	18.25	8.50
SHAVE	John Allen	15.50	7.25
SPLASH	John Allen	20.00	9.25
THICK	John Allen	19.50	9.00
TRAVEL KIT 2OZ	John Allen	40.85	19.00
CALIFORNIA BAY LAUREL SOAP	Juniper Ridge	6.95	3.20
CHRISTMAS FIR SACHET	Juniper Ridge	7.95	3.70
DOUGLAS FIR SACHET	Juniper Ridge	7.95	3.70
SACHET GIFT SET	Juniper Ridge	34.25	15.90
SIERRA CEDAR SOAP	Juniper Ridge	6.95	3.20
SISKIYOU CEDAR SACHET	Juniper Ridge	7.95	3.70
SISKIYOU CEDAR SOAP	Juniper Ridge	6.95	3.20
SOAP GIFT SET	Juniper Ridge	29.75	13.80
WESTERN JUNIPER SACHET	Juniper Ridge	7.95	3.70
WESTERN JUNIPER SOAP	Juniper Ridge	6.95	3.20
WHITE SAGE SOAP	Juniper Ridge	6.95	3.20
BUBBLE GUM CONDITIONER	Knotty Girl	12.00	5.50
COTTON CANDY SHAMPOO	Knotty Girl	10.50	10.50
DAFFODIL DETANGLING SPRAY	Knotty Girl	10.00	4.50
GREEN APPLE CONDITIONER	Knotty Girl	11.00	5.00
[illegible]SHMALLOW BODY LOTION GLITTER	Knotty Girl	12.00	5.50
MARSHMALLOW BODY WASH	Knotty Girl	9.50	4.25
MARSHMALLOW CONDITIONER	Knotty Girl	11.00	5.00
MARSHMALLOW SHAMPOO	Knotty Girl	10.50	4.75
ORANGE SHERBERT LOTION	Knotty Girl	12.00	5.50
PEACH BODY WASH	Knotty Girl	9.50	4.25
VOLUMIZING SHAMPOO BUBBLE GUM	Knotty Girl	11.50	5.25
BASIL LEMON SHOWERGEL	Korres	14.00	6.50
BEST OF KORRES	Korres	27.00	12.50
BITTER ALMOND BODY OIL	Korres	19.50	9.00
BODY BUTTER GUAVA 150ML	Korres	22.50	10.50
BODY BUTTER TRIO	Korres	26.50	12.25
BODY MILK VANILLA CINNAMON	Korres	16.25	7.50
CORIANDER BODY OIL	Korres	19.50	9.00
FIG GIFT SET	Korres	35.50	16.50
FIG SHOWERGEL	Korres	14.00	6.50
GERANIUM & GRAPEFRUIT MASSAGE OIL	Korres	30.25	14.00
GUAVA BODY BUTTER 235ML	Korres	29.00	13.50
MILK PROTEINS 3 IN 1 200ML	Korres	22.75	10.50
NATURAL PRODUCTS TRAVEL KIT	Korres	25.25	11.75
PARTY SURVIVAL KIT	Korres	31.25	14.50
POMEGRANATE MOISTURIZER	Korres	31.75	14.75
QUINCE BODY BUTTER 150ML	Korres	22.75	10.50
[illegible]R CRYSTAL CREAM	Korres	41.50	19.25
SUNCARE PROMO BAG ORANGE BAG	Korres	30.75	14.25
SUNFLOWER SHAMPOO 250ML	Korres	19.50	9.00
THYME HONEY MASK	Korres	29.00	13.50
VANILLA CINNAMON SHOWERGEL	Korres	14.00	6.50
WHITE TEA FACIAL GEL CLEANSER	Korres	22.75	10.50

WILD ROSE BRIGHTENING MASK	Korres	42.00	19.00
WILD ROSE BRIGHTENING SERUM	Korres	29.00	13.50
WILD ROSE KIT	Korres	58.00	27.33
WILD ROSE MOISTURISER CREAM SPF6	Korres	35.00	16.25
YELLOW HIBISCUS EYE SERUM	Korres	41.50	19.25
HURT COOLING GEL	Korres	25.25	11.75
YOGHURT CREAM	Korres	31.75	14.75
YOGHURT MASK	Korres	29.00	13.50
ANGEL WITH HEART	Legacy	5.00	0.60
BABY BOTTLE CARD	Legacy	5.00	0.60
BLESS THIS HOME BIRTHDAY	Legacy	5.00	0.60
BUTTERFLY W/BORDER BIRTHDAY	Legacy	5.00	0.60
CAFE TABLE ANNIVERSARY CARD	Legacy	5.00	0.60
CELEBRATION HATS CONGRATULATIONS CARD	Legacy	5.00	0.60
CONVERTIBLE FUN BIRTHDAY CARD	Legacy	5.00	0.60
COUNTRY FAIR BIRTHDAY CARD	Legacy	5.00	0.60
CUT FLOWERS BIRTHDAY CARD	Legacy	5.00	0.60
DO IT YOURSELF BIRTHDAY	Legacy	5.00	0.60
EASTER BUNNIES EASTER	Legacy	5.00	1.20
ENCOURAGEMENT CARD	Legacy	5.00	0.60
GIFT OF KINDNESS THANK YOU CARD	Legacy	5.00	0.60
GREETING CARD EASTER	Legacy	5.00	0.60
HAPPY ANNIVERSARY GCD 936	Legacy	5.00	0.60
HARVEST CANDLES SYMPATHY CARD	Legacy	5.00	0.60
LEGACY GRACR AND GLORY NOTE CARD SET	Legacy	15.00	5.00
LIFE IS A JOURNEY CARD	Legacy	5.00	0.60
LITTLE THINGS THANK YOU	Legacy	5.00	0.60
LOTS OF FRIENDS CARD	Legacy	5.00	0.60
BOXES	Legacy	5.00	0.60
LULU'S WEDDING	Legacy	5.00	0.60
NOTE CARD SET ANGEL 13CT	Legacy	15.00	5.00
ORCHIDS FRIENDSHIP CARD	Legacy	5.00	0.60
PICNIC KITTENS BIRTHDAY	Legacy	5.00	0.60
PLATTER & BOTTLES THANK YOU CARD	Legacy	5.00	0.60
ROSES BIRTHDAY	Legacy	5.00	0.60
ROSE-WIFE BIRTHDAY CARD W/SCRIPTURE	Legacy	5.00	0.60
SAD TIMES CARD	Legacy	5.00	0.60
SINGLE AMARYLLIS CONDOLENCE CARD	Legacy	5.00	0.60
SINGLE WHITE TULIP GET WELL CARD	Legacy	5.00	0.60
SUNFLOWER GET WELL	Legacy	5.00	0.60
WEDDING BELLS CARD	Legacy	5.00	0.60
WEDDING COUPLE CARD	Legacy	5.00	0.60
ALWAYS BUBBLE BATH	Lollia	34.40	16.00
ALWAYS EAU DE PARFUM	Lollia	43.00	20.00
ALWAYS SHEA BUTTER H CRM	Lollia	25.80	12.00
ALWAYS STATIONARY CARDS	Lollia	18.30	4.38
ALWAYS STATIONARY EAU DE PARFUM	Lollia	23.00	10.00
BELIEVE EAU DE PARFUM	Lollia	47.30	22.00
BELIEVE FOAMING BATH	Lollia	34.40	16.00
BELIEVE LITTLE LUX EAU DE PARFUM	Lollia	8.25	4.00
BELIEVE PETITE PERFUM LUM	Lollia	34.40	16.00
BELIEVE PETITE TREAT HANDCREME	Lollia	6.00	3.00
BELIEVE SHEA BUTTER HCRME	Lollia	25.80	12.00
BELIEVE SHEA BUTTER TRIPLETS	Lollia	40.85	19.00
BELIEVE SPECIAL RESERVE GLASS LUMINARY	Lollia	81.75	38.00
BELIEVE TALL PERFUMED LUM	Lollia	60.20	28.00
BELIEVE WRAPPED SOAPS	Lollia	10.75	5.00

BREATHE BUBBLING BATH	Lollia	34.40	16.00
BREATHE EAU DE PARFUM	Lollia	47.30	22.00
BREATHE FINE SALTS	Lollia	24.75	11.50
BREATHE LUMINARY	Lollia	34.40	16.00
BREATHE PETITE TREAT SHEA BUTTR	Lollia	6.00	3.00
ATHE SHEA BUTTER H CRM	Lollia	25.80	12.00
COTTON & CLOVER LUM 28OZ	Lollia	60.20	28.00
DO NOT DISTURB HANGER	Lollia	5.00	4.50
INSPIRE BUBBLE BTH	Lollia	49.45	28.00
INSPIRE EAU DE PARFUM	Lollia	47.30	22.00
INSPIRE LITTLE LUXE EAU DE PARFUM	Lollia	8.25	4.00
INSPIRE PETITE PERFUMED LUM	Lollia	34.40	16.00
INSPIRE PETITE TREAT HANDCREME	Lollia	6.00	3.00
INSPIRE SHEA BUTTER HANDCREME	Lollia	25.80	12.00
INSPIRE SHEA BUTTER HCA TRIPLETS	Lollia	40.85	19.00
INSPIRE TALL PERFUMED LUMINARY	Lollia	60.20	28.00
INSPIRE WRAPPED SOAPS	Lollia	10.75	5.00
MILK BLOSSOM LUMINARY 28 OZ	Lollia	60.20	28.00
RELAX FOAMING BATH	Lollia	34.40	16.00
RELAX LUMINARY 10.25OZ	Lollia	34.40	16.00
RELAX SHEA BUTTER HAND CREME	Lollia	25.80	12.00
SWEET PEA LUMINARY 28 OZ	Lollia	60.20	28.00
WISH BUBBLE BATH	Lollia	49.45	28.00
WISH EAU DE PARFUM	Lollia	49.50	25.50
WISH LITTLE LUXE EAU DE PARFUM	Lollia	8.25	4.00
WISH PETITE PERFUMED LUMINARY	Lollia	34.40	16.00
WISH PETITE TREAT HANDCREME	Lollia	6.00	3.00
WISH SHEA BUTTER HAND CRM	Lollia	25.80	12.00
I TALL PERFUMED LUMINARY	Lollia	60.00	28.00
WISH WRAPPED SOAPS	Lollia	10.75	5.00
A.H.A & CERAMIDE MOISTURIZER	Mario Badescu	20.00	10.00
ACNE FACIAL CLEANSER	Mario Badescu	15.00	7.50
ACNE REPAIR KIT	Mario Badescu	46.00	23.00
AFTER SHAVE MOISTURIZER	Mario Badescu	15.00	7.50
AHA BOTANICAL BODY SOAP	Mario Badescu	8.00	4.00
ALL PURPOSE EGG SHAMPOO	Mario Badescu	8.00	4.00
ALMOND & HONEY NON-ABRASIVE FACE SCRUB	Mario Badescu	15.00	7.50
ALOE MOISTURIZER SPF15	Mario Badescu	22.00	11.00
ALOE VERA TONER	Mario Badescu	15.00	7.50
ALPHA GRAPEFRUIT CLEANSING LOTION	Mario Badescu	15.00	7.50
ANTI ACNE SERUM	Mario Badescu	20.00	10.00
APRICOT SUPER RICH BODY LOTION	Mario Badescu	10.00	5.00
AZULENE CALMING MASK	Mario Badescu	18.00	9.00
BUFFERING LOTION	Mario Badescu	17.00	8.50
BUTTERMILK MOISTURIZER	Mario Badescu	18.00	9.00
CAVIAR DAY CREAM	Mario Badescu	20.00	10.00
CAVIAR NIGHT CREAM	Mario Badescu	20.00	10.00
CELLUFIRM DROPS	Mario Badescu	25.00	12.50
CERAMIDE EYE GEL	Mario Badescu	18.00	9.00
CERAMIDE HERBAL EYE CREAM	Mario Badescu	18.00	9.00
CITRUS BODY CLEANSER	Mario Badescu	10.00	5.00
NSING MILK W/CARNATION & RICE OIL	Mario Badescu	10.00	5.00
COLLAGEN MOISTURIZER SPF15	Mario Badescu	22.00	11.00
CONTOL MOISTURIZER FOR OILY SKIN	Mario Badescu	18.00	9.00
CONTROL CREAM	Mario Badescu	15.00	7.50
CORRECTIVE COMPLEX EMULSION	Mario Badescu	30.00	15.00
CUCUMBER CLEANSING LOTION	Mario Badescu	15.00	7.50

DERMONECTIN EYE CREAM	Mario Badescu	18.00	9.00
DRYING CREAM	Mario Badescu	12.00	6.00
DRYING LOTION GLASS	Mario Badescu	17.00	8.50
DRYING LOTION PLASTIC	Mario Badescu	17.00	8.50
DRYING MASK	Mario Badescu	18.00	9.00
[illegible]TRIC SHAVING LOTION	Mario Badescu	6.00	3.00
ENZYME CLEANSING GEL	Mario Badescu	12.00	6.00
ENZYME REVITALIZING MASK	Mario Badescu	20.00	10.00
EYE MAKE UP REMOVER CREAM 2 OZ.	Mario Badescu	6.00	3.00
EYE MAKE UP REMOVER CREAM 4 OZ.	Mario Badescu	10.00	5.00
EYE MAKE-UP REMOVER GEL	Mario Badescu	6.00	3.00
FACIAL SPRAY W/ALOE, HERBS AND ROSEWATER	Mario Badescu	7.00	3.50
FLOWER & TONIC MASK	Mario Badescu	18.00	9.00
FRUIT & VITAMIN A&D HAND CREAM SPF15	Mario Badescu	10.00	5.00
GINKGO MASK	Mario Badescu	22.00	11.00
GINSENG MOIST CREAM	Mario Badescu	18.00	9.00
GLYCOLIC ACID TONER	Mario Badescu	18.00	9.00
GLYCOLIC EYE CREAM	Mario Badescu	20.00	10.00
GLYCOLIC FOAMING CLEANSER	Mario Badescu	15.00	7.50
GLYCOLIC SKIN RENEWAL COMPLEX	Mario Badescu	35.00	17.50
HAIR RINSING CONDITIONER	Mario Badescu	8.00	4.00
HEALING & SOOTHING MASK	Mario Badescu	20.00	10.00
HEALING CREAM	Mario Badescu	15.00	7.50
HENNA & SEMOLINA SHAMPOO	Mario Badescu	8.00	4.00
HERBAL HYDRATING SERUM	Mario Badescu	30.00	15.00
HONEY MOISTURIZER	Mario Badescu	25.00	12.50
HYALURONIC EMULSION WITH VITAMIN C	Mario Badescu	30.00	15.00
HYALURONIC EYE CREAM	Mario Badescu	18.00	9.00
[illegible]RATING HAND CREAM	Mario Badescu	10.00	5.00
KERA MOISTURIZER	Mario Badescu	20.00	10.00
KERATOPLAST CLEANSING LOTION	Mario Badescu	15.00	7.50
KERATOPLAST CREAM SOAP	Mario Badescu	10.00	5.00
KIWI FACE SCRUB	Mario Badescu	15.00	7.50
LIP WAX	Mario Badescu	5.00	2.50
LIP WAX SPF 15	Mario Badescu	7.00	3.50
MAKE - UP REMOVER SOAP	Mario Badescu	10.00	5.00
MOISTURE MAGNET SPF 15	Mario Badescu	22.00	11.00
OIL FREE MOISTURIZER	Mario Badescu	24.00	11.00
OIL FREE MOISTURIZER SPF 17	Mario Badescu	22.00	11.00
ORANGE CLEANSING SOAP	Mario Badescu	12.00	6.00
PAPAYA BODY LOTION	Mario Badescu	10.00	5.00
PEPPERMINT SHAVING CREAM	Mario Badescu	12.00	6.00
PRE-SHAVE CONDITIONER	Mario Badescu	14.00	7.00
PROTEIN AFTER SHAVE LOTION	Mario Badescu	10.00	5.00
PROTEIN NIGHT CREAM	Mario Badescu	20.00	10.00
RASPBERRY BODY SCRUB	Mario Badescu	15.00	7.50
ROLLING CREAM PEEL W/AHA	Mario Badescu	18.00	9.00
ROSE HIPS NOURISHING OIL	Mario Badescu	20.00	10.00
SEAWEED CLEANSING LOTION	Mario Badescu	15.00	7.50
SEAWEED CLEANSING SOAP	Mario Badescu	12.00	6.00
SEAWEED NIGHT CREAM	Mario Badescu	20.00	10.00
[illegible]ING CREAM	Mario Badescu	12.00	6.00
SILVER POWDER	Mario Badescu	12.00	6.00
SPECIAL HAND CREAM WITH VITAMIN E 4OZ.	Mario Badescu	8.00	4.00
SPECIAL HAND CREAM WITH VITAMIN E 8 OZ.	Mario Badescu	14.00	7.00
SPECIAL HEALING POWDER	Mario Badescu	12.00	6.00
STRAWBERRY FACE SCRUB	Mario Badescu	15.00	7.50

SUMMER SHINE BODY LOTION	Mario Badescu	10.00	5.00
SUPER RICH OLIVE BODY LOTION	Mario Badescu	10.00	5.00
VITAL WITH COLLAGEN AND ELASTIN FOR MEN	Mario Badescu	25.00	12.50
VITAMIN A&E HYDRATING BALM	Mario Badescu	25.00	12.50
WALNUT BODY LOTION	Mario Badescu	10.00	5.00
TENING MASK	Mario Badescu	24.00	12.00
BLACK DO NOT DISTURB MASK	Mary Green Mansilk	14.00	6.50
BREAKFAST AT TIFFANY'S MASK	Mary Green Mansilk	32.25	15.00
CANDY HEARTS MASK	Mary Green Mansilk	21.50	10.00
CLOSING TIME	Mary Green Mansilk	19.35	9.00
COME FLY WITH ME MASK	Mary Green Mansilk	19.50	9.00
DIVA ON BLACK MASK	Mary Green Mansilk	15.50	7.25
GOOD MORNING/GOOD NIGHT MASK	Mary Green Mansilk	14.50	6.75
HIBERNATING MASK	Mary Green Mansilk	17.25	8.00
JUST MARRIED MASK	Mary Green Mansilk	23.75	11.00
KISS ME MASK	Mary Green Mansilk	15.50	7.25
SLEEPING W/ ANGEL MASK	Mary Green Mansilk	19.50	9.00
TUTU PRINCESS MASK	Mary Green Mansilk	15.50	7.25
TUTU SLEEPING MASK (EYELIDS)	Mary Green Mansilk	14.50	6.75
WAKE ME UP FOR COFFEE MASK	Mary Green Mansilk	15.50	7.25
ZZZZZZZZ	Mary Green Mansilk	15.05	7.00
BEACH DIFFUSER	Michel Design	37.50	17.50
CHRISTMAS TREE DIFFUSER	Michel Design	37.50	17.50
COCONUT DIFFUSER	Michel Design	37.50	17.50
COMFORT & JOY DIFFUSER	Michel Design	37.50	17.50
KASHMIR DIFFUSER	Michel Design	37.50	17.50
LAVENDER ROSEMARY DIFFUSER	Michel Design	37.50	17.50
LEMON BASIL DIFFUSER	Michel Design	37.50	17.50
ONGRASS LIME DIFFUSER	Michel Design	37.50	17.50
MAGNOLIA DIFFUSER	Michel Design	37.50	17.50
ORANGE BLOSSOM	Michel Design	37.50	17.50
PALM PARADISE DIFFUSER	Michel Design	37.50	17.50
PAPAYA MANGO DIFFUSER	Michel Design	37.50	17.50
PINEAPPLE DIFFUSER	Michel Design	37.50	17.50
POMEGRANATE DIFFUSER	Michel Design	37.50	17.50
ROSE BLOOM DIFFUSER	Michel Design	37.50	17.50
TUSCAN PEAR DIFFUSER	Michel Design	37.50	17.50
VANILLA DIFFUSER	Michel Design	37.50	17.50
MISS OOPS CRITICAL CARE KIT	Miss Oops	20.00	9.00
MISS OOPS LINT ROLLER	Miss Oops	6.00	2.75
MISS OOPS MISHAP TAPE	Miss Oops	7.00	3.00
MISS OOPS NUNDIES	Miss Oops	15.00	7.00
MISS OOPS PEDICURE IN A BOTTLE	Miss Oops	20.00	9.00
MISS OOPS RESCUE SPONGE	Miss Oops	11.00	5.00
BLACK CHERRY PLUM BODY BUTTER	MOR	25.75	2.00
BLACK CHERRY PLUM BODY BUTTER	MOR	25.75	12.00
BLACK CHERRY PLUM WRAPPED SOAP	MOR	15.00	3.50
CASSIS & VIOLA BATH FOAM 375ML	MOR	30.00	2.33
CASSIS & VIOLA BATH FOAM 375ML	MOR	30.00	14.00
CASSIS & VIOLA BODY BUTTER 250ML	MOR	23.75	11.00
CASSIS & VIOLA BODY WASH 375ML	MOR	19.25	9.00
S & VIOLA SUGAR BODY POLISH 600G	MOR	30.00	14.00
CASSIS & VIOLA VEGETABLE SOAP BOX 165G	MOR	9.75	4.50
CINQUE TERRE BODY BUTTER	MOR	25.75	12.00
CINQUE TERRE SOAP BAR	MOR	15.00	7.00
FIG & OLIVE BATH FOAM 375ML	MOR	30.00	14.00
FIG & OLIVE BODY BUTTER 250ML	MOR	23.75	11.00

FIG & OLIVE BODY WASH 375ML	MOR	19.25	9.00
FIG & OLIVE BROWN SUGAR BODY POLISH 600GM	MOR	30.00	14.00
FIG & OLIVE VEGETABLE SOAP SLAB BOXED 165G	MOR	9.75	4.50
FRANGIPANI TIARE FLOWER BODY BUTTER	MOR	25.75	12.00
ITALIAN BLOOD ORANGE BODY BUTTER	MOR	25.75	2.00
AN BLOOD ORANGE BODY BUTTER	MOR	25.75	12.00
ITALIAN BLOOD ORANGE WRAPPED SOAP	MOR	15.00	3.50
JASMINE TEA BATH TEA 200G	MOR	32.25	15.00
JASMINE TEA BODY CREAM 170ML	MOR	32.25	15.00
JASMINE TEA BODY WASH 250ML	MOR	21.50	10.00
JASMINE TEA EAU DE PARFUM 125ML	MOR	60.00	28.00
JASMINE TEA HAND CREAM	MOR	26.00	12.00
JASMINE TEA LIP SILK 5G	MOR	16.25	7.50
JASMINE TEA SOAP BAR 180G	MOR	16.25	7.50
JASMINE TEA TEA CUP CANDLE	MOR	34.50	16.00
KALE & WATERCRESS BODY BUTTER	MOR	25.75	2.00
KALE & WATERCRESS BODY BUTTER	MOR	25.75	12.00
KALE & WATERCRESS WRAPPED SOAP	MOR	15.00	3.50
LAVENDER PERIWINKLE BODY BUTTER	MOR	25.75	2.00
LAVENDER PERIWINKLE BODY BUTTER	MOR	25.75	12.00
LAVENDER PERIWINKLE WRAPPED SOAP	MOR	15.00	3.50
LYCHEE FLOWER BODY BUTTER	MOR	25.75	2.00
LYCHEE FLOWER BQDY BUTTER	MOR	25.75	12.00
LYCHEE FLOWER WRAPPED SOAP	MOR	15.00	3.50
MARSHMALLOW BATH FOAM	MOR	28.00	13.00
MARSHMALLOW BATH SOAK	MOR	23.75	11.00
MARSHMALLOW BODY BUTTER	MOR	25.75	12.00
MARSHMALLOW BODY WASH	MOR	19.25	9.00
SHMALLOW LIP DELIGHT	MOR	10.75	5.00
MARSHMALLOW OVAL SOAP	MOR	12.00	5.50
MINIMOR PROVENCIAL BODY BUTTER	MOR	25.75	12.00
MOROCCAN MINT BODY BUTTER	MOR	25.75	12.00
MOROCCAN MINT SOAP BAR	MOR	15.00	7.00
ONYX CURRANT BODY BUTTER	MOR	25.75	12.00
ONYX CURRANT SOAP BAR	MOR	15.00	7.00
OOLONG TEA BODY BUTTER	MOR	25.75	2.00
OOLONG TEA BODY BUTTER	MOR	25.75	12.00
OOLONG TEA WRAPPED SOAP	MOR	15.00	3.50
PEONY FLOWER BATH TEA 200G	MOR	32.25	15.00
PEONY FLOWER BODY CREAM 170ML	MOR	32.25	15.00
PEONY FLOWER BODY WASH 250ML	MOR	21.50	10.00
PEONY FLOWER EAU DE PARFUM 125ML	MOR	60.00	28.00
PEONY FLOWER HAND CREAM	MOR	26.00	12.00
PEONY FLOWER LIP SILK 5G	MOR	16.25	7.50
PEONY FLOWER SOAP BAR 180G	MOR	16.25	7.50
PERSIAN PEACH BATH FOAM 375ML	MOR	30.00	14.00
PERSIAN PEACH BODY BUTTER 250ML	MOR	23.75	11.00
PERSIAN PEACH BODY WASH 375ML	MOR	19.25	9.00
PERSIAN PEACH BROWN SUGAR BODY POLISH 600G	MOR	30.00	14.00
PERSIAN PEACH VEGETABLE SOAP SLAB (GIFT BOXED) 165	MOR	9.75	4.50
POMEGRANTE BATH FOAM	MOR	30.00	14.00
GRANTE BODY BUTTER	MOR	23.75	11.00
POMEGRANTE BODY WASH	MOR	19.25	9.00
POMEGRANTE BROWN SUGAR BODY POLISH 600GM	MOR	30.00	14.00
POMEGRANTE VEGETABLE SOAP SLAB BOXED 165G	MOR	9.75	4.50
SNOW GARDENIA BODY BUTTER	MOR	25.75	2.00
SNOW GARDENIA BODY BUTTER	MOR	25.75	12.00

SNOW GARDENIA WRAPPED SOAP	MOR	15.00	3.50
SORBET BATH FOAM	MOR	28.00	13.00
SORBET BATH SOAK	MOR	23.75	11.00
SORBET BODY BUTTER	MOR	25.75	12.00
SORBET BODY WASH	MOR	19.25	9.00
[illegible]ET OVAL SOAP	MOR	12.00	5.50
TEA CUP CANDLE JASMINE TEA	MOR	34.50	16.00
TEA CUP CANDLE PEONY FLOWER	MOR	34.50	16.00
2 IN 1 HAIR AND BODY WASH	Mustela	10.50	4.95
CLEANSING AND SOOTHING WIPES	Mustela	11.50	5.50
DERMO-CLEANSING GEL	Mustela	18.75	8.80
FACIAL CLEANSING CLOTHS	Mustela	8.25	3.85
HYDRA BEBE BODY 10.1OZ	Mustela	15.35	7.15
HYDRA-STICK	Mustela	11.25	5.23
VITAMIN BARRIER CREAM	Mustela	9.50	4.40
BEE SHAPED BATH BEADS	Naked Bee	26.00	11.95
HAND AND BODY LOTION	Naked Bee	10.75	5.00
SMOOTH BODY WASH	Naked Bee	10.75	5.00
THE NAKED BEE TRAVEL KIT	Naked Bee	24.00	11.00
VITAMIN C FACIAL KIT	Naked Bee	27.00	12.50
NEWTREE COCOON CIN.	New Tree	5.59	2.60
CONDITIONING HAIR POLISH	Noodle & Boo	13.00	6.00
ELASTICITY OIL	Noodle & Boo	45.50	21.00
ESSENTIAL CARE KIT	Noodle & Boo	15.25	7.00
EXTRA GENTLE SHAMPOO	Noodle & Boo	13.00	6.00
HEAVENLY HONEY WASH	Noodle & Boo	24.00	11.00
LOVELY BODY LOTION	Noodle & Boo	28.00	13.00
PLAY-DAY SUNSCREEN SPF- 30	Noodle & Boo	19.00	11.00
S[illegible]Y DIVINE	Noodle & Boo	49.00	22.50
SOOTHING BODY WASH	Noodle & Boo	13.00	6.00
SUPER SOFT LOTION	Noodle & Boo	15.25	7.00
THE BALM	Noodle & Boo	26.00	12.00
ULTIMATE CLEANSING CLOTHS	Noodle & Boo	16.00	4.75
ULTIMATE OINTMENT 2.5OZ	Noodle & Boo	19.00	8.75
NAIL POLISH 434	Nouba	7.50	7.50
NAIL POLISH 436	Nouba	7.50	3.50
NAIL POLISH 438	Nouba	7.50	3.50
NAIL POLISH 441	Nouba	7.50	3.50
NAIL POLISH 444	Nouba	7.50	3.50
NAIL POLISH 452	Nouba	7.50	3.50
CLASSIC BLOOD ORANGE	Paddy Wax	5.00	2.10
CLASSIC CHAMOMILE	Paddy Wax	5.00	2.10
CLASSIC CUCUMBER GRAPEFRUIT	Paddy Wax	5.00	2.10
CLASSIC LAVENDER	Paddy Wax	5.00	2.10
CLASSIC LIMONCELLO	Paddy Wax	5.00	2.10
CLASSIC MINT MOJITO	Paddy Wax	5.00	2.10
CLASSIC OLIVE TREE	Paddy Wax	5.00	2.10
CLASSIC PLUMERIA	Paddy Wax	5.00	2.10
CLASSIC ROSEMARY	Paddy Wax	5.00	2.10
NEW MOWN HAY	Paddy Wax	5.00	2.10
AROMATHERAPY BALL ASST COLORS	Pairpoint Glass	43.00	20.00
B[illegible]ER SHAVING SET	Pendergrass	37.75	17.50
ENVELOPE COMPACT MIRROR	Pendergrass	13.00	6.00
HALF MOON COMPACT MIRROR PINK	Pendergrass	13.00	6.00
INFLATABLE TRAVEL NECK PILLOW	Pendergrass	8.00	3.75
RELAXING EYE MASK	Pendergrass	4.50	2.00
ROUND COMPACT MIRROR	Pendergrass	13.00	6.00

ROUND COMPACT MIRROR	Pendergrass	13.00	6.00
SPA SHOWER CAP	Pendergrass	8.00	3.75
ACNE GEL 30G	Rescue Remedy	8.00	3.57
ARNICA COOLING GEL 30 G	Rescue Remedy	8.00	3.57
ARNICA CREAM 30 G	Rescue Remedy	8.00	3.57
'DREAM REMEDY 10ML DROPPER	Rescue Remedy	16.70	7.77
EMOTIONAL EATING SUPPORT KIT	Rescue Remedy	30.90	14.37
HEMORRHOID CREAM 30G	Rescue Remedy	8.00	3.57
KIDS CONFIDENCE REMEDY	Rescue Remedy	17.00	7.77
KIDS STRESS RELIEF DROPS	Rescue Remedy	17.00	7.77
NATURAL STRESS RELIEF FOR PET	Rescue Remedy	16.70	7.77
RESCUE CREAM 50G	Rescue Remedy	18.10	8.40
RESCUE PASTILLES BLACK CURRANT FLAVOR	Rescue Remedy	9.00	4.17
RESCUE REMEDY 10ML	Rescue Remedy	14.15	6.57
RESCUE REMEDY 20ML	Rescue Remedy	21.90	10.17
RESCUE REMEDY PASTILLES	Rescue Remedy	9.00	4.17
RESCUE REMEDY SPRAY 20ML	Rescue Remedy	23.20	10.77
RESCUE REMEDY SPRAY 7ML	Rescue Remedy	14.15	6.57
RESCUE SLEEP 20ML	Rescue Remedy	23.50	10.77
RESCUE SLEEP 7ML SPRAY	Rescue Remedy	16.70	7.17
AFTER SHAVE BALSAM CLASSIC SCENT 100ML	Santa Maria Novella	23.75	11.00
AFTER SHAVE COLOGNE CLASSIC SCENT 100ML	Santa Maria Novella	23.75	11.00
AFTER SUN BODY MILK 150ML	Santa Maria Novella	62.00	28.80
AFTER SUN BUBBLE BATH 250ML	Santa Maria Novella	51.75	24.00
ALGAE SHOWERGEL 250ML	Santa Maria Novella	59.50	27.60
ALMOND SOAP	Santa Maria Novella	20.00	9.60
ALOE VERA GEL 200ML	Santa Maria Novella	45.25	28.88
ARMENIA PAPER	Santa Maria Novella	32.25	15.00
RIO DIFFUSER	Santa Maria Novella	96.00	44.50
BEFORE-AFTER SHAVE CREAM	Santa Maria Novella	67.00	31.20
BODY MILK 250ML	Santa Maria Novella	95.50	44.40
BOIS D'OMBRIE 100ML	Santa Maria Novella	129.00	60.00
CALLA DIFFUSER	Santa Maria Novella	108.00	50.00
CAMOMILE SHOWERGEL 250ML	Santa Maria Novella	59.50	27.60
CIELO DIFFUSER	Santa Maria Novella	96.00	44.50
CREMA ALL' ARNICA	Santa Maria Novella	58.00	27.00
CREMA CALENDULA 100ML	Santa Maria Novella	67.00	31.20
CREMA FLUIDA DOPOBAGNO RELAX 250ML	Santa Maria Novella	68.50	29.15
EAU DE TOILETTE 100ML	Santa Maria Novella	118.25	55.00
ESTATE DIFFUSER	Santa Maria Novella	108.00	44.50
FOOT CREAM 100ML	Santa Maria Novella	62.00	28.80
GEL RIPOSGAMBE 100ML	Santa Maria Novella	51.75	24.00
HAIR CONDITIONER 100ML	Santa Maria Novella	14.00	21.00
HAND CREAM 100ML	Santa Maria Novella	64.50	30.00
HONEYSUCKLE COLOGNE	Santa Maria Novella	124.00	57.60
IDRASOL CREAM 250ML	Santa Maria Novella	113.50	52.80
IRIS TOOTHPASTE	Santa Maria Novella	23.25	10.80
LAVENDAR WAX TABLETS FOR DRAWERS	Santa Maria Novella	38.75	16.50
LEGNO DIFFUSER	Santa Maria Novella	96.00	44.50
LILIA DIFFUSER	Santa Maria Novella	96.00	44.50
LIP MOISTURIZER 5ML	Santa Maria Novella	26.05	12.10
D SHAMPOO IRIS 250ML	Santa Maria Novella	62.00	28.80
LIQUID SHAMPOO LAVANDER 250ML	Santa Maria Novella	62.00	28.80
LIQUID SHAMPOO POMEGRANATE 250ML	Santa Maria Novella	62.00	28.80
LUCE DIFFUSER	Santa Maria Novella	129.00	60.00
MAGNOLIA ROMANA 100ML SPRAY	Santa Maria Novella	129.00	60.00
MALVA DIFFUSER	Santa Maria Novella	108.00	50.00

MILK SOAP GARDENIA BOX3	Santa Maria Novella	62.00	28.80
MILK SOAP JASMINE BOX3	Santa Maria Novella	62.00	28.80
MILK SOAP VERBANA BOX3	Santa Maria Novella	62.00	28.80
MONDO DIFFUSER	Santa Maria Novella	108.00	50.00
MUSK SHOWERGEL/SHAMPOO	Santa Maria Novella	54.25	25.20
NALCOHOLIC EMULSION 100ML	Santa Maria Novella	77.50	36.00
OCEANO DIFFUSER	Santa Maria Novella	108.00	50.00
OLIO DA BAGNO RELAX 100ML	Santa Maria Novella	54.25	25.20
ORANGE & CINN WAX TABLETS FOR DRAWERS	Santa Maria Novella	38.75	16.50
ORANGE BLOSSOM WATER 250ML	Santa Maria Novella	36.25	16.80
PAESTUM ROSE 100ML	Santa Maria Novella	129.00	60.00
PERFUMED TERRACOTTA POMEGRANATE	Santa Maria Novella	77.50	36.00
POMEGRANATE BATH SALTS 500GM	Santa Maria Novella	62.00	28.80
POMEGRANATE BATH SOAP	Santa Maria Novella	32.25	15.00
POMEGRANATE COLOGNE	Santa Maria Novella	124.00	57.60
POMEGRANATE TOILET SOAP	Santa Maria Novella	20.00	9.60
POT POURRI SILK SACHET BLUE 40GM	Santa Maria Novella	58.00	27.00
POT POURRI SILK SACHET BORDEAUX 40GM	Santa Maria Novella	58.00	27.00
POT POURRI SILK SACHET GREEN 40GM	Santa Maria Novella	58.00	27.00
POTPOURRI 90GM	Santa Maria Novella	38.75	18.00
PRE SHAVE OIL CLASSIC SCENT 100ML	Santa Maria Novella	23.75	11.00
RELAX CANDLE SET OF 3	Santa Maria Novella	90.25	42.00
ROSE WATER 250ML	Santa Maria Novella	36.25	16.80
RUBINO DIFFUSER	Santa Maria Novella	108.00	50.00
RUSSIAN COLOGNE	Santa Maria Novella	124.00	57.60
SAPONE LIQUIDO RELAX 250ML	Santa Maria Novella	51.75	24.00
SAPONE UOMO POT POURRI BOX4	Santa Maria Novella	82.50	38.40
SAPONE UOMO RUSSIAN COLOGNE BOX4	Santa Maria Novella	82.50	38.40
SFERA DIFFUSER	Santa Maria Novella	96.00	44.50
SHAVE CREAM CLASSIC SCENT 100ML	Santa Maria Novella	96.00	44.50
SHAVING CREAM 250ML	Santa Maria Novella	10.75	5.00
SHAVING FOAM 300ML	Santa Maria Novella	67.00	31.20
SHOWER GEL/SHAMPOO CLASSIC SCENT 100ML	Santa Maria Novella	32.25	15.00
SIENNE L'HIVER	Santa Maria Novella	19.00	8.75
SMN COLOGNE	Santa Maria Novella	129.00	60.00
SMN LOZENGES	Santa Maria Novella	110.00	51.60
WEEKEND SOAP GUEST BOX	Santa Maria Novella	16.75	7.80
WINDSOR SOAP GUEST BOX	Santa Maria Novella	32.25	13.75
5-PACK INDIVIDUAL PACKETS SPF 30	Shady Day	10.75	5.00
RE-SEALABLE SPF30 WIPES	Shady Day	15.05	7.00
SPF 30 SUNSCREEN STICK	Shady Day	9.70	4.50
ALLERGEASE	Sprayology	21.50	10.00
B12 & FOLIC ACID	Sprayology	26.00	12.00
COLD & FLU	Sprayology	21.50	10.00
DAILY MULTI	Sprayology	26.00	12.00
DIET POWER	Sprayology	34.50	16.00
MENO POWER	Sprayology	21.50	12.00
PARTY RELIEF	Sprayology	21.50	10.00
SLEEPEASE	Sprayology	21.50	10.00
STRESS LESS	Sprayology	26.00	12.00
TENSION RELEASE	Sprayology	21.50	10.00
WOMAN POWER	Sprayology	34.50	16.00
BLOSSOM GIFT SET	Teaposy	50.00	23.00
BUTTERFLY TEA	Teaposy	20.25	9.50
CALENDULA TEA	Teaposy	21.00	9.00
DUET CONCERT TEA	Teaposy	9.75	4.50

FALLING WATER	Teaposy	20.50	9.50
GARDEN GIFT SET	Teaposy	58.00	27.00
HEART OF LOVE TEA	Teaposy	20.25	9.50
LADY FAIRY TEA	Teaposy	20.25	9.50
LET IT SNOW TEA	Teaposy	20.25	9.50
IT MY HIRE TEA WARMER	Teaposy	18.00	8.00
NOBEL ESSENCE	Teaposy	20.00	9.25
RED SONG TEA	Teaposy	20.25	9.50
SNOWDANCE GIFT SET	Teaposy	43.00	20.00
SONATA CONCERT TEA	Teaposy	9.75	4.50
SYMPHONY CONCERT TEA	Teaposy	9.75	4.50
TEA FOR ONE GLASS TEAPOT	Teaposy	21.00	9.50
TEA FOR TWO TEAPOT	Teaposy	24.00	11.00
CANDELA DA VIAGGIO	Tocca	45.25	21.00
CLEOPATRA BAGNO DA VIAGGIO	Tocca	43.00	20.00
CLEOPATRA BAGNO PROFUMATO	Tocca	20.50	9.50
CLEOPATRA CANDELINA	Tocca	17.25	8.00
CLEOPATRA CANDLE	Tocca	38.75	18.00
CLEOPATRA CREMA DA CORPO	Tocca	30.00	14.00
CLEOPATRA CREMA DA SOGNO	Tocca	48.50	22.50
CLEOPATRA EAU DE PARFUM	Tocca	73.00	34.00
FEU DE TOUCH CANDELINA	Tocca	17.25	8.00
FEU DE TOUCH CANDLE	Tocca	38.75	18.00
FLORENCE CANDELINA	Tocca	17.25	8.00
FLORENCE CANDLE	Tocca	38.75	18.00
FLORENCE EAU DE PARFUM	Tocca	73.00	34.00
GRACE CANDELINA	Tocca	17.25	8.00
GRACE CANDLE	Tocca	38.75	18.00
ANA CANDELINA	Tocca	17.25	8.00
HAVANA CANDLE	Tocca	38.75	18.00
ISABELLA CANDELINA	Tocca	17.25	8.00
ISABELLA CANDLE	Tocca	38.75	18.00
KYOTO CANDELINA	Tocca	17.25	8.00
MONTAUK CANDELINA	Tocca	17.25	8.00
MONTAUK CANDLE	Tocca	38.75	18.00
STELLA BAGNO DA VIAGGIO	Tocca	43.00	20.00
STELLA BAGNO PROFUMATO	Tocca	2.00	9.50
STELLA CANDELINA	Tocca	17.25	8.00
STELLA CANDLE	Tocca	38.75	18.00
STELLA CREMA DA CORPO	Tocca	30.00	14.00
STELLA CREMA DA SOGNO	Tocca	48.50	22.50
STELLA EAU DE PARFUM	Tocca	73.00	34.00
TAHITI CANDELINA	Tocca	17.25	8.00
TAHITI CANDLE	Tocca	38.75	18.00
TOUCH EAU DE PARFUM	Tocca	73.00	34.00
YMA CANDELINA	Tocca	17.25	8.00
YMA CANDLE	Tocca	38.75	18.00
AFTER TWEEZE SOOTHING CREAM	Tweezerman	10.75	5.00
BROWMOUSE	Tweezerman	9.75	4.50
CLASSIC LASH CURLER	Tweezerman	9.75	4.50
COSMETIC SHARPENER	Tweezerman	4.50	2.00
CLE NIPPER	Tweezerman	21.50	10.00
ECONOMY CUTICLE NIPPER 1/4 JAW	Tweezerman	28.00	14.00
FACIAL HAIR SCISSORS	Tweezerman	12.00	5.50
FACIAL SCISSORS	Tweezerman	21.50	10.00
FASHION FILES	Tweezerman	7.00	3.25
FILE, BUFF & SHINE	Tweezerman	7.50	3.50

FILEMATE	Tweezerman	5.50	2.50
FOLDING I LASHCOMB	Tweezerman	7.00	3.25
FOLDING NAIL CLIPPER	Tweezerman	21.50	10.00
GO GREEN MINI SLANT TWEEZER	Tweezerman	10.75	5.00
HANGNAIL & CUTICLE SNIPPER	Tweezerman	21.50	10.00
TED MIRROR	Tweezerman	16.25	7.50
MANI/PEDICURE STICKS	Tweezerman	4.50	2.00
MINI SLANT TWEEZER	Tweezerman	10.75	5.00
MINI SLANT TWEEZER	Tweezerman	10.75	5.00
MINI SLANT TWEEZER GREEN TEA	Tweezerman	21.50	10.00
MINI SLANT TWEEZER LOVELY LAVENDER	Tweezerman	10.75	5.00
NAIL BLOCK	Tweezerman	9.00	4.00
NAIL SCISSORS	Tweezerman	21.50	10.00
NO SLIP SKIN CARE TOOL	Tweezerman	10.25	4.75
PEDRO CALLUS STONE	Tweezerman	21.50	10.00
PEDRO CALLUS STONE SET	Tweezerman	21.50	10.00
PETITE TWEEZE SET WITH COLOR CASE	Tweezerman	27.00	12.50
PETITE TWEEZE SET WITH RED LEATHER CASE	Tweezerman	27.00	12.50
PETITE TWEEZER SET	Tweezerman	27.00	12.50
POINT TWEEZER	Tweezerman	21.50	10.00
POINT TWEEZER CLASSIC	Tweezerman	21.50	10.00
POINTED SLANT TWEEZER	Tweezerman	27.00	13.50
PUSHY & NAIL CLEANER	Tweezerman	17.25	8.00
ROCKHARD CUTICLE NIPPER 1/4 JAW	Tweezerman	27.00	12.50
SHAPE & SHINE NAIL TOOL	Tweezerman	7.50	3.50
SLANT TWEEZER	Tweezerman	21.50	10.00
SLANT TWEEZER ASSOR	Tweezerman	21.50	10.00
SLANT TWEEZER MIDNIGHT SKY 1230-BR	Tweezerman	22.00	10.00
T TWEEZER ORANGE-A-PEEL	Tweezerman	21.50	10.00
SLANT TWEEZER PRETTY PINK	Tweezerman	22.00	10.00
STAINLESS STEEL FINGERNAIL CLIPPER	Tweezerman	4.30	2.00
STAINLESS STEEL TOENAIL CLIPPER LARGE	Tweezerman	5.50	2.50
STAINLESS TOE&FINGER COMBINATION	Tweezerman	10.75	5.00
SUPER EYELASH CURLER	Tweezerman	8.00	3.50
TWEEZERMAN SET WITH PINK LEATHER BCA CASE	Tweezerman	27.00	12.50
WIDE GRIP TWEEZER	Tweezerman	21.50	10.00
0022275070	Vie Luxe	75.25	35.00
BATH SEA CRYSTAL CAPRI	Vie Luxe	38.70	18.00
BATH SEA CRYSTALS BUENOS AIRES	Vie Luxe	38.70	18.00
BATH SEA CRYSTALS MALDIVES	Vie Luxe	38.70	18.00
BATH SEA CRYSTALS PALM BEACH	Vie Luxe	38.70	18.00
BATH SEA CRYSTALS ST. BARTH'S	Vie Luxe	38.70	18.00
BODY CREAM CAPRI	Vie Luxe	51.60	24.00
BODY CREAM PALM BEACH	Vie Luxe	51.60	24.00
BUENOS AIRES ROOM MIST	Vie Luxe	25.80	12.00
BUENOS AIRES THREE WICK CANDLE	Vie Luxe	75.25	35.00
CAPRI ROOM MIST	Vie Luxe	25.80	12.00
CAPRI THREE WICK CANDLE	Vie Luxe	75.25	35.00
LARGE CANDLE BUENOS AIRES	Vie Luxe	43.00	20.00
LARGE CANDLE CAPRI	Vie Luxe	43.00	20.00
LARGE CANDLE MALDIVES	Vie Luxe	43.00	20.00
E CANDLE PALM BEACH	Vie Luxe	43.00	20.00
LARGE CANDLE PALM BEACH	Vie Luxe	43.00	20.00
LARGE CANDLE ST. BARTH'S	Vie Luxe	43.00	20.00
LARGE CAPRI LUXE CANDLE	Vie Luxe	43.00	20.00
MALDIVES LUXE BODY CREAM	Vie Luxe	51.60	24.00
MALDIVES ROOM MIST	Vie Luxe	25.80	12.00

MALDIVES THREE WICK CANDLES	Vie Luxe	75.25	35.00
PALM BEACH ROOM MIST	Vie Luxe	28.80	12.00
PALM BEACH THREE WICK	Vie Luxe	75.25	35.00
ST. BARTH'S ROOM MIST	Vie Luxe	25.80	12.00
VOTIVE TRIO BUENOS AIRES	Vie Luxe	38.70	18.00
IVE TRIO MALDIVES	Vie Luxe	38.70	18.00
VOTIVE TRIO PALM BEACH	Vie Luxe	38.70	18.00
VOTIVE TRIO ST BARTHS	Vie Luxe	38.70	18.00
VOTIVE TRIO ST. BARTHS	Vie Luxe	38.70	18.00
VOTIVE TRIOCAPRI	Vie Luxe	38.70	18.00
AFTER SHAVE BALM 3.4OZ	Weleda	25.80	12.00
ALOE BODY LOTION	Weleda	16.10	7.50
BABY CARE GIFT TIN	Weleda	25.75	12.00
BABY STARTER KIT	Weleda	15.50	7.20
BABY TUMMY OIL	Weleda	15.48	7.20
BIRCH CELLULITE OIL 3.4OZ	Weleda	28.40	11.22
BODY OIL KIT	Weleda	19.95	6.12
CALENDULA BABY CRM 2.6OZ	Weleda	12.90	6.00
CALENDULA DIAPER CARE 2.8OZ	Weleda	12.90	6.00
CALENDULA LOTION 6.8OZ	Weleda	12.90	6.12
CALENDULA SOAP 3.5OZ	Weleda	7.00	3.06
CALENDULA SOAP TRIAL SIZE	Weleda	2.50	1.20
CALENDULA TOOTHPASTE PEPPERMINT FREE	Weleda	6.45	3.91
CALENDULA TP 3.3OZ	Weleda	6.45	3.00
CHILDREN'S TOOTH GEL	Weleda	2.15	0.90
CHILDREN'S TOOTH GEL	Weleda	5.80	2.70
CHILDREN'S TOOTH GEL 2.1OZ	Weleda	5.81	2.70
CITRUS DEOD 1.02OZ	Weleda	9.00	4.20
JS DEOD 3.4OZ	Weleda	14.20	5.61
EVERON FACE BALM	Weleda	16.80	6.63
EVERON FACE BALM 1OZ	Weleda	16.77	7.80
EVERON LIP BALM	Weleda	6.45	2.55
LAVENDER BODY OIL 3.4OZ	Weleda	22.00	8.67
MOISTURE CRM FOR MEN 1.06OZ	Weleda	19.35	9.00
PLANT GEL TOOTHPASTE 3.3OZ	Weleda	6.45	3.00
PLANT TOOTH GEL 3.3OZ	Weleda	6.45	3.00
PREGNANCY BODY OIL 3.4OZ	Weleda	25.80	10.20
RATANHIA MOUTHWASH 1.7OZ	Weleda	10.30	4.08
RATANHIA TOOTHPASTE 3.3OZ	Weleda	6.45	3.00
RATANIA TOOTHPASTE	Weleda	6.45	2.55
ROSEMARY HAIR OIL	Weleda	15.50	5.76
SAGE DEOD 1.02OZ	Weleda	9.00	3.57
SAGE DEOD 3.4OZ	Weleda	14.19	6.60
SALT TOOTHPASTE	Weleda	6.45	3.00
SALT TOOTHPASTE TRIAL SIZE	Weleda	2.15	0.90
SHAVING CREAM 2.5OZ	Weleda	12.90	6.00
SHAVING LOTION 3.4OZ	Weleda	25.80	12.00
SKIN FOOD 1 OZ	Weleda	13.00	6.00
SKIN FOOD 2.5OZ	Weleda	21.93	10.20
SKIN FOOD TRAVEL/TRIAL SIZE	Weleda	3.29	1.18
TRAVEL WILD ROSE BODY OIL	Weleda	3.25	1.50
ROSE BODY OIL	Weleda	32.25	15.00

Harmony Pharmacy & Health Center, Inc. OTC Product & Pricing

Description	Vendor	Retail Price	Cost
A & D OINT SCHR 1.5OZ	McKesson OTC	3.70	2.00
ABREVA COLD SORE CRM TUBE 2GM	McKesson OTC	23.94	12.94
ABREVA COLD SORE PUMP 2GM	McKesson OTC	25.98	14.04
ACCU-CHEK AVIVA TST STRIP 50	McKesson OTC	83.44	45.10
ACCU-CHEK COMF CURVE STRP 50	McKesson OTC	85.35	46.13
ACE SPORTS TAPE SINGLES 207465	McKesson OTC	4.14	2.24
ACE VELCRO BANDAGE 2IN 207602	McKesson OTC	4.92	2.66
ADVIL CAPL 50	McKesson OTC	9.71	5.25
ADVIL LIQGEL 200MG 20	McKesson OTC	5.90	3.19
ADVIL LIQGEL 200MG 40	McKesson OTC	10.21	5.52
ADVIL LIQGEL COLD&SINUS 16	McKesson OTC	9.08	4.91
ADVIL PM LIQGEL 16	McKesson OTC	7.27	3.93
ADVIL TAB 24	McKesson OTC	5.62	3.04
ADVIL TAB 50	McKesson OTC	9.71	5.25
AFRIN NASAL SPR REG 15ML	McKesson OTC	7.92	4.28
AFTER BITE ORIG LIQ 0.5OZ	McKesson OTC	3.50	1.80
AIRBORNE PWR PIXIES STICKS 8	McKesson OTC	10.32	5.58
AIRBORNE S/THRT GUMMI ASST 18	McKesson OTC	3.20	1.73
AIRBORNE SOFT CHEW 10	McKesson OTC	8.62	4.45
AIRBORNE TAB GRAPEFRUIT 10	McKesson OTC	8.62	4.66
AIRBORNE TAB JR GRAPE 10	McKesson OTC	8.62	4.66
AIRBORNE TAB LEMON-LIME 10	McKesson OTC	8.62	4.66
AIRBORNE TAB ORANGE 10	McKesson OTC	8.62	4.66
ALAVERT ALLER&SIN D-12HR TB 12	McKesson OTC	13.36	7.22
ALCOHOL ISO 70% PADD 16OZ	McKesson OTC	4.44	1.99
ALCOHOL SWAB REG 326895 BD 100	McKesson OTC	2.59	1.40
ALEVE ARTHRITIS CAPL 100	McKesson OTC	16.34	8.83
ALEVE CAPL 24	McKesson OTC	5.94	3.21
ALEVE CAPL 50	McKesson OTC	10.14	5.48
ALEVE CAPL 100	McKesson OTC	16.34	8.83
ALEVE TAB 24	McKesson OTC	5.94	3.21
ALEVE TAB 50	McKesson OTC	10.14	5.48
ALEVE TAB 100	McKesson OTC	16.34	8.83
ALKALOL 16OZ	McKesson OTC	6.23	3.37
ALKA-SELTZ EXT/STR 12	McKesson OTC	4.70	2.54
ALKA-SELTZ ORIGINAL 36	McKesson OTC	6.96	3.76
ALKA-SELTZ+ COLD ORIG 20	McKesson OTC	6.75	3.65
ALLI WEIGHT LOSS CAP 60	McKesson OTC	63.53	34.34
ALLUNA SLEEP TAB 28	McKesson OTC	13.14	7.10
ALWAYS LONG SUP+WING JP 32 CS6	McKesson OTC	10.72	5.79
ALWAYS QUILT T/U REG+W 18 CS12	McKesson OTC	5.46	2.95
AMLACTIN CRM 12% 140GM	McKesson OTC	16.26	8.79
AMLACTIN LOT 12% OTC 400GM	McKesson OTC	29.75	16.08
ANBESOL GEL M/STR 0.33OZ	McKesson OTC	8.77	4.74
ANBESOL LIQ M/STR 0.41OZ	McKesson OTC	8.77	4.74
ANSWER OVULATION TEST KT 40706	McKesson OTC	18.43	9.96
ANSWER PREGNANCY TEST 40512	McKesson OTC	8.83	4.77
ACCEPT DISPOS CUP+DISC 160525	McKesson OTC	10.62	5.74
AQUAPHOR HEAL OINT B/FUT 3.5Z	McKesson OTC	10.16	5.19
AQUAPHOR OINT NAT HEAL 1.75OZ	McKesson OTC	6.64	3.59
AQUIFY MULTI-PURPOSE SOL 12OZ	McKesson OTC	13.84	7.48
ASCENSIA ELITE T/STR 3942A 100	McKesson OTC	170.10	91.94
ASPERCREME CRM TBE 3OZ	McKesson OTC	7.75	4.19
AVEENO ANTI-ITCH LOT 4OZ	McKesson OTC	8.16	4.41

AVEENO B/W POS RAD EXFOL 12OZ	McKesson OTC	8.16	4.41
AVEENO BABY SUNBLOCK SPF55 4OZ	McKesson OTC	12.80	6.92
AVEENO BAR MOISTURIZING 3.5OZ	McKesson OTC	3.52	1.90
AVEENO CAL&PRAM ANTI-I CRM 1OZ	McKesson OTC	4.07	2.20
AVEENO CONT/P SPRAY SPF45 4OZ	McKesson OTC	12.80	6.92
ENO DLY BABY LOT 8OZ	McKesson OTC	6.40	3.46
AVEENO POS RAD CLEANSER 6.7OZ	McKesson OTC	9.29	5.02
AVEENO SHAVE GEL 7OZ	McKesson OTC	5.35	2.89
AXE DEO INV SLD UNLIMITED 2.7Z	McKesson OTC	6.20	3.35
AXE DEOD PHOENIX 3OZ	McKesson OTC	6.20	3.35
AYR SALINE NASAL GEL TBE 0.5OZ	McKesson OTC	4.74	2.42
AZO-CRANBERRY TAB 50	McKesson OTC	8.38	4.53
AZO-STANDARD TAB 12	McKesson OTC	6.98	3.77
AZO-STANDARD TAB 30	McKesson OTC	9.45	5.11
B&L SALINE SOL SENS EYE+ 12OZ	McKesson OTC	5.22	2.82
BABY PWD ORIG JJ 3011 4OZ	McKesson OTC	2.04	1.10
BABY PWD+CORN JJ 3044 4OZ	McKesson OTC	2.04	1.10
BABY SHAM REG JJ 3712 1.5OZ	McKesson OTC	1.07	0.58
BABY WIPE HUGG N/C TRVL UNS 16	McKesson OTC	2.04	0.94
BACIT OINT 0.5% PERR .5OZ	McKesson OTC	3.94	1.69
BAG BALM OINT 10OZ	McKesson OTC	7.10	3.84
BALMEX DIAPER RASH TREAT 4OZ	McKesson OTC	6.23	3.37
BALNEOL LOT CLNSNG SOLV 3OZ	McKesson OTC	18.17	9.82
BAN/B DARK TAN OIL SPF4 8OZ	McKesson OTC	9.40	5.08
BAN/B KID SUNBL S/S SPF30+ 8OZ	McKesson OTC	11.73	6.34
BAN/B ULT SUNBL SPF30+ S/S 8OZ	McKesson OTC	11.73	6.34
BAND-AID ACT-FLX BLST R/S 5763	McKesson OTC	7.09	3.83
BAND-AID ADV H/BLIS FNGR&TOE 8	McKesson OTC	5.85	3.16
D-AID ANTIBIOTIC 20	McKesson OTC	4.26	2.30
BAND-AID BRAND DEC SPNG BOB 20	McKesson OTC	3.13	1.69
BAND-AID BRAND FLX FAB 05753 8	McKesson OTC	1.04	0.56
BAND-AID FLEX FABRIC 10	McKesson OTC	3.79	2.05
BAND-AID FLEX KNCK/FIN 4452 20	McKesson OTC	3.98	2.15
BAND-AID TGH/STRP WTR/P 1SZ 20	McKesson OTC	3.98	2.15
BAND-AID X/LGE 5705 10	McKesson OTC	3.98	2.15
BARBASOL SHAVING CREAM 2.25OZ	McKesson OTC	1.32	0.80
BARBASOL SHV/C REG 11OZ	McKesson OTC	1.78	0.96
BATTERY H/A EVER AC10EZ-8	McKesson OTC	11.36	6.14
BATTERY H/A EVER AC13EZ-8	McKesson OTC	11.36	6.14
BATTERY H/A EVER AC675EZ-6	McKesson OTC	8.53	4.61
BATTERY H/A Z/A EVER AC13E-4	McKesson OTC	5.48	2.96
BATTERY MAX ENER 9V 522BP	McKesson OTC	5.27	2.85
BATTERY MAX ENER 9V 522BP-2	McKesson OTC	9.36	5.06
BATTERY MAX ENER AA E91BP-2	McKesson OTC	3.05	1.65
BATTERY MAX ENER AA E91BP-4	McKesson OTC	5.27	2.85
BATTERY MAX ENER AAA E92BP-2	McKesson OTC	3.05	1.65
BATTERY MAX ENER C E93BP-2	McKesson OTC	5.27	2.85
BATTERY MAX ENER C E93BP-4	McKesson OTC	9.97	5.39
BATTERY MAX ENER D E95BP-2	McKesson OTC	5.27	2.85
BATTERY MAX ENER D E95BP-4	McKesson OTC	9.97	5.39
BATTERY PHOT LI EVER EL123APBP	McKesson OTC	7.36	3.98
ERY ULT 3V DURA DL123ABPK	McKesson OTC	7.36	3.98
BATTERY ULT 3V DURA DL123AB2PK	McKesson OTC	13.51	7.30
BATTERY W/C LIT DURA DL2032BPK	McKesson OTC	1.41	0.76
BATTERY W/C LIT EVER ECR2032BP	McKesson OTC	1.72	0.93
BATTERY W/C S/O 1.5 EVER 377BP	McKesson OTC	1.11	0.60
BAYER ASP CHILD 81MG ORNG 36	McKesson OTC	3.61	1.95

BAYER ASP REGIM TAB 81MG 120	McKesson OTC	10.73	5.80
BAYER ASP TAB 325MG 100	McKesson OTC	10.73	5.80
BEANO .51 FLZ OZ	McKesson OTC	7.75	4.19
BEANO TAB 30	McKesson OTC	6.88	3.72
BENADRYL ALLERGY CHILDREN'S 4 OZ	McKesson OTC	7.70	4.16
ADRYL CHILD ALLER CHRY 4OZ	McKesson OTC	7.70	4.16
BENADRYL CHILD ALLER CHRY 4OZ	McKesson OTC	7.70	4.16
BENADRYL CHILD DYE-FREE LQ 4OZ	McKesson OTC	7.70	4.16
BENADRYL CHL ALL D-F BBLGM 4OZ	McKesson OTC	7.70	4.16
BENADRYL CHLD ALLER PRF/MSR 10	McKesson OTC	7.70	4.16
BENADRYL CHW TAB GRAPE 24	McKesson OTC	7.70	4.16
BENADRYL CRM EXT/STR 1OZ	McKesson OTC	6.38	3.45
BENADRYL DYE-FREE SFTGL 24	McKesson OTC	7.09	3.83
BENADRYL ULTRATAB 25MG 24	McKesson OTC	7.09	3.83
BENEFIBER PWD CANISTER 155GM	McKesson OTC	11.10	6.00
BENGAY ULTRA 2OZ	McKesson OTC	7.57	4.09
BIOTENE MOUTHWASH 8OZ	McKesson OTC	6.05	3.27
BIOTENE T/P GEL MINT 4.5OZ	McKesson OTC	8.34	4.17
BLANK PRESCRIP 52911 APOT 1000	McKesson OTC	17.48	9.45
BLOOD PR MONITOR OMR HEM-711AC	McKesson OTC	115.84	57.60
BONINE CHEW TAB 25MG 8	McKesson OTC	4.57	2.47
BOSTON SIMPLUS SOL 3.5OZ	McKesson OTC	15.06	8.14
BREATHE/R CLEAR STRIP LGE 30	McKesson OTC	19.46	10.52
BREATHE/R CLEAR STRIP SM/MD 30	McKesson OTC	17.35	9.38
BREATHE/R CLR STRIP SML/MED 12	McKesson OTC	8.09	4.37
BREATHE/R TAN STRIP LGE 12	McKesson OTC	7.22	3.90
BREATHE/R TAN STRIP LGE 30	McKesson OTC	19.46	10.52
BREATHRX T/P WHITE MINT 4OZ	McKesson OTC	11.73	5.58
.MINE LOT MMP 4OZ	McKesson OTC	1.74	0.78
CAMPHO-PHENIQUE GEL 0.23OZ	McKesson OTC	5.79	3.13
CANE ADJ FOLD BLACK 10501	McKesson OTC	18.89	10.21
CANE FOLDING A773-00	McKesson OTC	31.16	16.84
CAP CLEAR-VU CL-38 OI 100	McKesson OTC	15.99	8.64
CAPZASIN NO MESS 75180 1OZ	McKesson OTC	10.97	5.93
CAREFREE THONG P/LNR 18 CS12	McKesson OTC	1.90	0.98
CARMEX JAR 1/2OZ	McKesson OTC	2.31	1.25
CARMEX STK ORIG 0.15OZ CT12	McKesson OTC	1.52	0.82
CERTAIN DRI	McKesson OTC	6.73	4.88
CERTAIN DRI AM R-O 2.5OZ	McKesson OTC	6.73	3.64
CERTAIN DRI AM R-O UNSC 1.2OZ	McKesson OTC	6.73	3.47
CETAPHIL FACIAL LOT SPF15 4OZ	McKesson OTC	15.36	8.30
CETAPHIL GENTLE CLEANSER 4OZ	McKesson OTC	5.49	2.97
CETAPHIL MOIST CRM 3OZ	McKesson OTC	9.58	5.18
CHAP STK LIP CHRY B/P 0.15Z 24	McKesson OTC	2.03	1.10
CHAPSTICK ALL% NATURALS LIP BUTTER	McKesson OTC	3.35	1.81
CHILDRENS DIMETAPP LONG ACTING COUGH	McKesson OTC	8.33	4.50
CHLORASEPT LOZ CHERRY 18	McKesson OTC	4.55	2.35
CHLORASEPT LOZ MENTHOL 18	McKesson OTC	4.55	2.46
CHLORASEPT SPR CHERRY 6OZ	McKesson OTC	6.92	3.57
CHLORASEPT SPR COOL MINT 6OZ	McKesson OTC	6.92	3.74
CHLORASEPT SPR MENTHOL 6OZ	McKesson OTC	7.44	4.02
R-TRIM TAB ALLER 4HR 24	McKesson OTC	7.84	4.24
CLARITIN 24HR REDITAB 10	McKesson OTC	16.10	8.70
CLARITIN 24HR TAB 10MG 5	McKesson OTC	8.84	4.78
CLARITIN CHILD CHW TAB GRPE 10	McKesson OTC	16.10	8.70
CLARITIN CHILD SYRP FRUIT 4OZ	McKesson OTC	16.10	8.70
CLARITIN-D 12HR TAB 10	McKesson OTC	16.89	8.26

CLARITIN-D 24HR TAB 10	McKesson OTC	19.46	9.51
CLEAR EYES REDNESS REL 0.5OZ	McKesson OTC	5.05	2.61
CLEARASIL CLEANSING WIPE 32	McKesson OTC	6.23	3.37
CLEARASIL VANISH FORM 1OZ	McKesson OTC	7.77	4.20
CLEARBLUE EASY OVULA 7CT 00333	McKesson OTC	37.26	15.07
3MAN STYPTIC PENCIL 0.25OZ	McKesson OTC	1.52	0.82
COLA SYRP 4OZ APOT 88280	McKesson OTC	3.42	1.72
COLACE CAP 100MG 60	McKesson OTC	28.55	15.43
COLD COMF INST COLD PACK 2640	McKesson OTC	2.92	1.58
COLD COMF REUSABLE 2646	McKesson OTC	8.57	4.63
COLD-EEZE LOZ CITRUS BOX18	McKesson OTC	8.33	4.50
COLG 2IN1 T/P+M/W WHT 4.6OZ	McKesson OTC	5.12	2.77
COLG T/P SIMP/W SPARK/MINT 4OZ	McKesson OTC	7.27	3.93
COLGATE REGULAR FLAVOR .85OZ	McKesson OTC	0.75	0.45
COMMIT LOZ MINT 4MG 48	McKesson OTC	44.29	23.94
COMPOUND W WART GEL 0.25OZ	McKesson OTC	10.47	5.40
COPPERT SPORT CON SPR SPF15 6Z	McKesson OTC	12.71	6.87
COPPERTONE CONTINOUS SPRAY	McKesson OTC	12.71	6.87
CORICIDIN HBP LQGL C/CN/CGH 20	McKesson OTC	7.66	4.14
CORICIDIN HBP TAB CGH&CLD 16	McKesson OTC	7.66	4.14
CORICIDIN HBP TAB CLD&FLU 24	McKesson OTC	7.66	4.14
CORICIDIN HBP TAB FLU M/STR 20	McKesson OTC	7.66	4.14
CORTAID CRM MAX/STR 1% 2OZ	McKesson OTC	9.55	5.16
CORTAID OINT MAX/STR 1% 1OZ	McKesson OTC	6.18	3.34
CORTAID SPR INTEN THERAPY 2OZ	McKesson OTC	8.90	4.81
COTTONELLE WIPES MOIST REF 42	McKesson OTC	3.44	1.68
CREST MLT/CRE WHT FR/MNT 6.2OZ	McKesson OTC	5.11	2.76
CREST NIGHT EFFECT KIT 41605	McKesson OTC	20.04	10.83
T PRO-HLT RNS C/MINT 500ML	McKesson OTC	6.25	3.38
CREST VIVID WHT T/P REF/M 4.1Z	McKesson OTC	5.90	3.19
CREST WHITE PREMIUM STRIPS 28	McKesson OTC	47.75	19.97
CREST+ SCOPE TUBE PASTE 4.4OZ	McKesson OTC	4.22	2.28
CULTURELLE CAP 30	McKesson OTC	23.68	12.80
CURASOL GEL WOUND DRESSING	McKesson OTC	23.07	12.47
CURASOL WOUND DRES 0050-03 3OZ	McKesson OTC	24.24	13.10
CURL CONSTRUCT MOUSSE	McKesson OTC	5.18	2.80
CUTEX SIMPLE PADS ACETONE 6	McKesson OTC	4.48	2.42
DAYQUIL NON-PSE LIQCAP 12	McKesson OTC	7.36	3.98
DAYQUIL PE LIQ 6OZ	McKesson OTC	7.44	4.02
DEBROX DROPS KIT 0.5OZ	McKesson OTC	9.86	5.33
DEGREE A/P INV SLD X/BLST 1.7Z	McKesson OTC	2.85	1.54
DEGREE INV SLD SHW CLEAN 2.6OZ	McKesson OTC	4.22	2.28
DELFEN VAG FOAM+APPL 0.6OZ	McKesson OTC	17.47	9.44
DELSYM CHILD CGH LIQ ORNGE 3OZ	McKesson OTC	12.21	6.60
DENTAL FLS WAX JJ 55YD	McKesson OTC	1.72	0.93
DENTAL FLS WAX MINT JJ 55YD	McKesson OTC	1.72	0.93
DENTEK TRPL CLN FLS PCK MNT 90	McKesson OTC	3.13	1.39
DENTEMP ONE-STEP KIT 40085	McKesson OTC	3.31	1.79
DESENEX SHAKE PWD 1.5OZ	McKesson OTC	6.77	3.66
DESITIN CREAMY DIAP/RASH 2OZ	McKesson OTC	5.22	2.82
DESITIN OINT 4OZ	McKesson OTC	7.46	4.03
I GLUCOSE TABLETS	McKesson OTC	7.86	4.25
DEX4 GLUCOSE TAB RASPB 10 CT12	McKesson OTC	2.23	1.21
DEX4 GLUCOSE TAB RASPBRY 50	McKesson OTC	7.86	3.95
DHEA TAB 50MG SUN 60	McKesson OTC	9.42	5.09
DIAB/TUSS CGH SYRP NITE 4OZ	McKesson OTC	8.07	4.36
DIAB/TUSS DM M/STR 4OZ	McKesson OTC	8.07	4.04

DIMETAPP C&A PE 4OZ	McKesson OTC	8.33	4.50
DIMETAPP LA C&C NON-PSE 4OZ	McKesson OTC	8.33	4.50
DOANS PILLS EXT/STR 24	McKesson OTC	8.77	4.74
DOVE A/P DEO SLD INV PWD 2.6OZ	McKesson OTC	4.22	2.28
DOVE A/P SLD INV FRESH 1.6OZ	McKesson OTC	2.83	1.53
E BAR WHITE 2X4.25OZ	McKesson OTC	4.61	2.49
DOVE BODY WASH DEEP MOIST 12OZ	McKesson OTC	6.86	3.71
DOVE COND MOISTURIZING 12OZ	McKesson OTC	6.38	3.45
DOVE COND X/VOLUME VOLUMIZ 12Z	McKesson OTC	6.38	3.45
DOVE SHAM MOISTURIZING 12OZ	McKesson OTC	6.38	3.45
DOVE SHAM X/VOLUME VOLUMIZ 12Z	McKesson OTC	6.38	6.38
DRAMAMINE CHEW TAB 8	McKesson OTC	4.22	2.28
DRAMAMINE LESS DROWSY TAB 8	McKesson OTC	5.33	2.88
DRAMAMINE TAB 50MG 12	McKesson OTC	5.33	2.88
DS CORN CUSHION 10140 9	McKesson OTC	3.09	1.67
DS CORN CUSHION 33%FR 40540 12	McKesson OTC	3.09	1.67
DS FOR HER COMF INS 6-10 40394	McKesson OTC	11.95	6.46
DS GEL HEEL CUSH WOMEN 32261	McKesson OTC	7.03	3.80
DS INS MASSG GEL SPRT MN 30238	McKesson OTC	17.54	9.48
DS INS MASSG GEL SPRT WM 30247	McKesson OTC	17.54	9.48
DS INS OPEN SHOE WMN 40320	McKesson OTC	10.66	5.76
DS TRI-COMFORT ORTHO MEN 37081	McKesson OTC	9.57	5.17
DS TRI-COMFORT ORTHO WMN 37080	McKesson OTC	9.57	5.17
DULCOLAX SUPPOS 4	McKesson OTC	6.88	3.72
DULCOLAX TAB 10	McKesson OTC	4.14	2.24
E.P.T. STICK SINGLE KIT 32957	McKesson OTC	15.67	8.47
EAR PLUG SOFT SOUND MACKS 10	McKesson OTC	3.83	2.07
ECOTRIN TAB REG/STR 100+25	McKesson OTC	10.29	5.56
GEL SENS T/S 2.75OZ CS24	McKesson OTC	2.17	1.17
EFFERDENT CLEANER TAB 40	McKesson OTC	3.96	2.14
EMERGEN-C LEMON-LIME (1 PIECE)	McKesson OTC	1.05	0.20
EMERGEN-C LEMON-LIME PKT 36	McKesson OTC	13.56	5.86
EMERGEN-C SUPER ORANGE	McKesson OTC	1.05	0.36
EMERGEN-C SUPER ORANGE PKT 36	McKesson OTC	13.56	7.33
EMETROL LIQ CHERRY 4OZ	McKesson OTC	10.05	5.43
ENCARE INSERTS 12	McKesson OTC	9.92	5.36
EUCERIN CALMING CRM 8OZ	McKesson OTC	9.68	5.23
EUCERIN CRM TUBE 3868 2OZ	McKesson OTC	6.23	3.37
EUCERIN LOT UNSC 3793 8.4OZ	McKesson OTC	9.68	4.94
EUCERIN ORIGINAL	McKesson OTC	9.68	5.23
EXCEDRIN MIGRAINE CAPL 50	McKesson OTC	9.08	4.91
EX-LAX PILL MAX/RLF 24	McKesson OTC	8.18	4.42
EYE SCRUB PRE-MOIST PAD 30	McKesson OTC	16.02	7.83
EYE WASH B&L 4OZ	McKesson OTC	5.46	2.95
FIBERCON CAPL 625MG 90	McKesson OTC	17.93	9.69
FIRST AID ALL PURP KIT JJ 8123	McKesson OTC	16.69	9.02
FIXODENT ADH CRM REG 1.4OZ	McKesson OTC	4.61	2.49
FLEET ENEMA DISP 4.5OZ	McKesson OTC	1.70	0.92
FLETCHERS CHLDS LAXATIVE 2.5OZ	McKesson OTC	6.14	3.32
FLEX-A-MIN COMPL TAB 120	McKesson OTC	37.32	20.17
FLEX-A-MIN TAB 60	McKesson OTC	26.90	14.54
FLEX-A-MIN TAB 120	McKesson OTC	44.64	24.13
FLORASTOR CAP 250MG 10	McKesson OTC	11.38	5.35
FLORASTOR CAP 250MG 50	McKesson OTC	47.42	22.29
FOAMY SHV/CRM REG 6.25OZ	McKesson OTC	2.39	1.29
FOLDING CANE BLK S/M 0375	McKesson OTC	20.98	11.34
FREESTYLE LITE TEST STRIPS 50	McKesson OTC	96.36	48.75

FREESTYLE TEST STRIP 12101 100	McKesson OTC	163.76	82.85
FRESH N BRITE DENTUR T/P 3.8OZ	McKesson OTC	4.07	2.20
FRUCTIS COND LNGTH&STRNGT 13OZ	McKesson OTC	5.18	2.80
FRUCTIS GEL PLY STY LQ/SP 5.1Z	McKesson OTC	5.18	2.80
FRUCTIS H/S AERO STR/HLD 8.25Z	McKesson OTC	5.18	2.80
CTIS MOUSSE CURL CONST 6.8Z	McKesson OTC	5.18	2.80
FRUCTIS SERUM L/I SLEK&SHNE 5Z	McKesson OTC	7.77	4.20
FRUCTIS SHAM 2N1 13OZ	McKesson OTC	5.18	2.80
FRUCTIS SHAM LNGTH&STRNGT 13OZ	McKesson OTC	5.18	2.80
FUNGI-NAIL SOL 1OZ	McKesson OTC	17.48	9.45
FUT ANKLE SPORT SUP SML 404502	McKesson OTC	13.06	7.06
FUT ANKLE SUPP NEOP ADJ 524500	McKesson OTC	9.95	5.38
FUT ARM SLING POUCH YOUTH 3090	McKesson OTC	12.75	6.89
FUT ELAST BAND 3IN BOX 4030	McKesson OTC	4.77	2.58
FUT ELAST BAND 4IN BOX 4040	McKesson OTC	5.92	3.20
FUT ELBOW SPORT SUP LGE 404205	McKesson OTC	13.06	7.06
FUT KNEE SPORT SUP LGE 401505	McKesson OTC	16.60	8.97
FUT KNEE SPORT SUP MED 401503	McKesson OTC	16.60	8.97
FUT KNEE SUPP NEOP ADJ 521500	McKesson OTC	14.30	7.73
FUT SACROILIAC BRACE XLG 4706I	McKesson OTC	24.85	13.43
FUT WRIST BRACE LEFT LGE 3385	McKesson OTC	20.04	10.83
FUT WRIST BRACE LEFT SML 3382	McKesson OTC	20.04	10.83
FUT WRIST BRACE RIGHT LGE 3395	McKesson OTC	20.04	10.83
FUT WRIST BRACE RIGHT MED 3393	McKesson OTC	20.04	10.83
FUT WRIST BRACE RIGHT SML 3392	McKesson OTC	20.04	10.83
FUT WRIST SPRT BLK 1SZ 412300	McKesson OTC	5.25	2.84
GAS-X CHEW TAB X/STR CHERRY 18	McKesson OTC	6.12	3.31
GAS-X CHEW TAB X/STR PPRMNT 18	McKesson OTC	6.12	3.31
X SOFTGEL X/STR 10	McKesson OTC	3.16	1.71
GAS-X SOFTGEL X-STR 50	McKesson OTC	13.89	7.51
GAS-X THIN/STRP PEPPRMNT 30	McKesson OTC	8.70	4.70
GAUZE PAD 3X3 STERI-PAD 10	McKesson OTC	2.55	1.38
GAVISCON LIQ X/STR 12OZ	McKesson OTC	12.82	6.93
GAVISCON TAB X/STR 100	McKesson OTC	12.82	6.93
GELUSIL TAB 100	McKesson OTC	10.55	5.70
GENTEAL LUB EYE DROPS 25ML	McKesson OTC	17.84	9.64
GIL FUSION HYD COOL GEL 3.38OZ	McKesson OTC	8.25	4.46
GIL FUSION HYD GEL ULT SENS 7Z	McKesson OTC	5.33	2.88
GIL FUSION HYD SOTH BALM 3.38Z	McKesson OTC	8.25	4.46
GIL FUSION MANUAL CARTRIDGE	McKesson OTC	20.07	10.85
GIL FUSION MANUAL RAZOR 05655	McKesson OTC	15.50	8.38
GILLETTE FOAMY REGULAR 2 OZ	McKesson OTC	1.23	0.74
GLYCERIN SUPP ADL G/W 12	McKesson OTC	2.44	1.18
GLYCERIN SUPP PEDIAT G/W 12	McKesson OTC	2.57	1.24
GOLD/B MED CRM 1OZ	McKesson OTC	5.20	2.81
GOLD/B MED REG PWD 4OZ	McKesson OTC	4.51	2.44
GOLD/B MED X/STR PWD 4OZ	McKesson OTC	5.40	2.92
GOLD/B ULT HLNG LOT 5.5OZ	McKesson OTC	8.60	4.65
GYNOL II JELLY+APPL X/S 2.85OZ	McKesson OTC	16.93	9.15
H/H TEA TREE OIL 1OZ	McKesson OTC	11.71	6.33
HALLS C/DRP CHERRY BAG30	McKesson OTC	2.33	1.26
S C/DRP HONEY LEMON BAG30	McKesson OTC	2.33	1.26
HALLS C/DRP MENTHO-LYPT BAG30	McKesson OTC	2.33	1.26
HALLS S/F CITRUS BLEND BAG25	McKesson OTC	2.70	1.46
HALLS S/F MOUNT-MENTH BAG25	McKesson OTC	2.70	1.13
HAW/T COOL ALOE ICE GEL 12OZ	McKesson OTC	9.23	4.99
HAW/T OZONE SUNBL SPF70 4OZ	McKesson OTC	12.36	6.68

HEAD ON HDACHE RELF X/S 0.20OZ	McKesson OTC	9.45	4.83
HEAD ON MIGRAINE RELIEF 0.20OZ	McKesson OTC	9.45	4.83
HEAD&SHLD INT/S NORMAL 8.5OZ	McKesson OTC	11.34	6.13
HEAD&SHLD SHAM INT TRTMN 14.2Z	McKesson OTC	7.66	4.14
HERB ESS COND BODY ENVY 12OZ	McKesson OTC	5.00	2.70
RB ESS COND HELLO HYDRAT 12Z	McKesson OTC	5.00	2.70
RB ESS GEL SET ME UP M/H 6OZ	McKesson OTC	4.68	2.53
HERB ESS MOUSSE S/M/U X/H 6.8Z	McKesson OTC	4.68	2.53
HERB ESS SHAM BODY ENVY 12OZ	McKesson OTC	5.00	2.70
HERB ESS SHAM HELLO HYDRAT 12Z	McKesson OTC	5.00	2.70
HERPECIN-L LIP BALM 0.1OZ	McKesson OTC	5.86	3.17
HUGGIES BABY WASH SHEA/BUTR 9Z	McKesson OTC	5.85	3.16
HUGGIES BABY WSH SHEA/BUT 9OZ	McKesson OTC	5.07	2.74
HUMPH TEETHING PELLETS #3 135	McKesson OTC	6.85	3.25
HUMULIN 70/30 MDV 10ML	McKesson OTC	67.33	36.39
HUMULIN N NPH INSUL U100 10ML	McKesson OTC	72.73	39.31
HUMULIN N PEN 5	McKesson OTC	213.25	115.26
HUMULIN R REG INSUL U100 10ML	McKesson OTC	72.73	39.31
HYPOTEARS LUB DROP 1OZ	McKesson OTC	19.48	10.53
ICY HOT ANALGESIC BALM 3.5OZ	McKesson OTC	7.75	4.19
ICY HOT STICK 1.75OZ	McKesson OTC	5.79	3.13
IMODIUM A-D CAPL 6	McKesson OTC	4.61	2.49
IMODIUM A-D LIQ COOL MINT 4OZ	McKesson OTC	7.55	4.08
IMODIUM A-D LIQ COOL MINT 8OZ	McKesson OTC	12.01	6.49
IMODIUM ADV CAPL 12	McKesson OTC	8.64	4.67
INSECT REP BACKWD SPR CUTR 4OZ	McKesson OTC	6.35	3.43
INSECT REP SKINS SPR CUTR 6OZ	McKesson OTC	6.14	3.32
JERG LOT SHEA BUTTER CRM 7.5OZ	McKesson OTC	9.95	5.38
N/G FACE FAIR 2.5OZ	McKesson OTC	9.95	5.38
G NAT GLOW BODY FAIR 7.5OZ	McKesson OTC	9.95	5.38
JOHNSONS BABY LOT LAV/CHAM 9OZ	McKesson OTC	5.27	2.85
JOLEN CRM LIP BLEACH 1OZ	McKesson OTC	5.98	3.23
KANK-A PROF STRENGTH 0.33OZ	McKesson OTC	6.96	3.76
KAOPECTATE AGE12+ CHERRY 6OZ	McKesson OTC	6.75	3.65
KAOPECTATE REGULAR 8OZ	McKesson OTC	6.75	3.65
KAOPECTATE REGULAR FLAVOR	McKesson OTC	6.75	3.65
KLEENEX POCKET PACK	McKesson OTC	0.99	1.79
KODAK CAM FUNSAVER 27 861776	McKesson OTC	9.88	5.34
KODAK MAX FLASH 27 KMF135	McKesson OTC	13.08	7.07
KODAK MAX HQ FLSH CAM 8353138	McKesson OTC	17.74	9.59
KODAK ZOOM 27EXP 1-TIME-USE	McKesson OTC	18.28	9.88
K-Y JELLY TUBE 8912 4OZ	McKesson OTC	5.48	2.96
K-Y SENSUAL MIST WARMING 1OZ	McKesson OTC	8.07	4.36
K-Y SILK-E VAGINAL MST 2.5OZ	McKesson OTC	8.07	4.36
LACTAID FAST ACT CHEW TAB 32	McKesson OTC	10.90	5.89
LACTAID FAST ACTION CAPL 32	McKesson OTC	10.90	5.89
LAMISIL AT ATHL FOOT CRM 24GM	McKesson OTC	19.32	10.44
LAMISIL AT ATHL FOOT CRM 30GM	McKesson OTC	19.32	10.44
LAMISIL AT CRM WMN 24GM	McKesson OTC	19.32	10.44
LANCET ONE TOUCH FINE PNT 100	McKesson OTC	15.17	8.20
LANCET ONE TOUCH ULT SOFT 100	McKesson OTC	15.56	8.41
ET SOFTCLIX 200	McKesson OTC	25.12	14.05
LISTERINE ADVANCED 250ML	McKesson OTC	5.24	2.83
LISTERINE ANTIS M/W 250ML	McKesson OTC	4.55	2.46
LISTERINE M/W COOL MINT 250ML	McKesson OTC	4.55	2.46
LITTLE TUMMY GAS REL DROP 1OZ	McKesson OTC	11.06	5.98
LOST FILLING MATERIAL	McKesson OTC	3.79	2.05

LOTRIMIN AF CRM 12GM	McKesson OTC	10.75	5.81
LOTRIMIN AF PWD 90GM	McKesson OTC	9.12	4.93
LUBRIDERM DLY/MST 6OZ	McKesson OTC	4.96	2.68
LUBRIDERM DLY/MST FRAG/F 6OZ	McKesson OTC	4.96	2.68
LUDEN THR/D WILD CHERRY 30	McKesson OTC	2.35	1.27
ALOX CHEW TAB M/S LEMON 65	McKesson OTC	7.22	3.90
MAALOX R/S LIQ MINT CRM 12OZ	McKesson OTC	6.62	3.58
MEDERMA GEL FOR SCARS 20GM	McKesson OTC	24.29	13.13
MEDICINE DROPPER AND SPOON	McKesson OTC	1.45	0.76
MELATONIN TAB 3MG B/O 60	McKesson OTC	6.07	3.28
MENTAD T/B WHITE&CLN SFT 05060	McKesson OTC	3.85	2.08
METAMUCIL CAP 100	McKesson OTC	15.50	8.38
METAMUCIL WAFER APPL CRSP 12X2	McKesson OTC	7.12	3.85
METAMUCIL WAFER CINN SPC 12X2	McKesson OTC	7.12	3.85
MIDOL CAPL MENSTR COMP M/S 24	McKesson OTC	7.66	4.14
MINERAL ICE THERAPY 8OZ	McKesson OTC	11.69	6.32
MITCH WMN CLR GEL PWD/F 2.25OZ	McKesson OTC	4.48	2.42
MITCHUM CLR GEL SCENT 2.25OZ	McKesson OTC	4.48	2.42
MITCHUM CLR GEL UNSCENT 2.25OZ	McKesson OTC	4.48	2.42
MONISTAT-1 DAY PREF APP 541001	McKesson OTC	22.72	12.28
MONISTAT-1 DAY/NITE CMB 541800	McKesson OTC	29.40	15.89
MONISTAT-3 COMB PK 5PN 543001	McKesson OTC	25.49	13.78
MONISTAT-7 DISP APLIC C/WIPE 7	McKesson OTC	15.13	8.18
MOTRIN CHILD COLD BERRY 4OZ	McKesson OTC	8.21	4.44
MOTRIN CHL DRP 50MG MCNL 0.5OZ	McKesson OTC	7.84	4.24
MOTRIN CHL SUSP BERRY 4OZ	McKesson OTC	8.99	4.86
MOTRIN CHL SUSP GRAPE 4OZ	McKesson OTC	8.99	4.86
MOTRIN IB CAPL 200MG 24	McKesson OTC	6.99	3.78
TRIN IB CAPL 200MG 50	McKesson OTC	8.68	4.69
MUCINEX CHLD LIQ CGH CHRY 4OZ	McKesson OTC	10.62	5.74
MUCINEX CHLD LIQ EXP GRP 4OZ	McKesson OTC	9.95	5.38
MUCINEX CHLD MINI MELT GRP 12	McKesson OTC	9.95	5.38
MUCINEX D TAB 18	McKesson OTC	15.86	8.57
MUCINEX DM TAB 20	McKesson OTC	15.86	8.57
MUCINEX KIDS MINI MLT BBLGM 12	McKesson OTC	10.62	5.74
MUCINEX TAB 600MG 20	McKesson OTC	14.47	7.82
MURO 128 5%	McKesson OTC	27.55	14.89
MYLANTA GAS MS TB FR CHW/MN 24	McKesson OTC	5.96	3.22
MYLANTA MS F/A LIQ ORIG 12OZ	McKesson OTC	9.29	5.02
MYLANTA RS LIQ MINT 12OZ	McKesson OTC	7.73	4.18
MYLICON INF DROP ORIG 0.5OZ	McKesson OTC	9.82	5.31
MYOFLEX CREME 10% 4OZ	McKesson OTC	11.60	6.27
N/B ABC MLT-SENIOR+LYCO TB 100	McKesson OTC	8.07	4.36
N/B ABC MULTI+LYCOPENE TAB 130	McKesson OTC	9.20	4.97
N/B ABC PLUS TAB 100	McKesson OTC	8.68	4.69
N/B ABC SENIOR TAB 60	McKesson OTC	4.99	2.91
N/B ABS CALC SFTGEL 100	McKesson OTC	11.88	6.42
N/B ACIDOPH CHEW WAF STRW 100	McKesson OTC	8.07	4.36
N/B ACIDOPHIL CAP 100	McKesson OTC	7.72	4.17
N/B ALPH LIPOIC AC CAP 1CMG 30	McKesson OTC	11.51	6.22
N/B ANTI OXIN 4000 CAP 60	McKesson OTC	11.51	6.22
ANTI-OXID SFTGEL 50	McKesson OTC	14.78	7.99
N/B APPLE CIDER VINEGAR TAB 90	McKesson OTC	12.67	6.85
N/B BETA CAROTEN SFG 25MIU 100	McKesson OTC	9.21	4.98
N/B BIOTIN CAP S/P 5000MCG 60	McKesson OTC	12.56	6.79
N/B BIOTIN TAB 0.3MG 2760 100	McKesson OTC	5.77	3.12
N/B CAL+MAG+ZINC TAB 100	McKesson OTC	5.53	2.99

N/B CALC TAB 600MG 60	McKesson OTC	4.79	2.59
N/B CALC+D SFTGL 1200MG 100	McKesson OTC	13.36	7.22
N/B CALC+D TAB 600MG 60	McKesson OTC	4.96	2.68
N/B CALC+MAG TAB 500/250MG 100	McKesson OTC	7.84	4.24
N/B CALCIUM 600+D TAB 250	McKesson OTC	13.84	7.48
CHONDR COMP CAP 60+50	McKesson OTC	23.09	12.48
N/B CHONDR GLUC X/STR TAB 60	McKesson OTC	21.85	11.81
N/B CHROMIUM PIC TB 200MCG 100	McKesson OTC	7.59	4.10
N/B CINNAMON 1000MG/SERV 100	McKesson OTC	8.07	4.36
N/B COD LIVER OIL CAP 100	McKesson OTC	5.66	3.06
N/B COENZ Q-10 SFGL 120MG 30	McKesson OTC	32.28	17.45
N/B COENZ Q-10 SFGL 200MG 30	McKesson OTC	39.54	21.37
N/B COENZ Q-10 SFGL 50MG 50	McKesson OTC	26.53	14.34
N/B CORAL CALC+ CAP 1MMG 60+10	McKesson OTC	6.90	3.73
N/B CRANBRRY+C SFTGL 100	McKesson OTC	10.38	5.61
N/B ECHINACEA CAP 400MG 100	McKesson OTC	7.25	3.92
N/B EPA FISH OIL CAP 1MMG 50	McKesson OTC	7.25	3.92
N/B FEM/S HAIR SKN+NAIL TAB 60	McKesson OTC	7.25	3.92
N/B FERR SUL IRON TAB 65MG 100	McKesson OTC	5.18	2.80
N/B FISH OIL SFTGL 1200MG 100	McKesson OTC	10.03	5.42
N/B FLAXSEED SFTGEL 1000MG 60	McKesson OTC	8.42	4.55
N/B FLUSH FREE NIACIN CAP 50	McKesson OTC	12.91	6.98
N/B FOLIC ACID TAB 0.4MG 250	McKesson OTC	5.05	2.73
N/B FOLIC ACID TAB 0.8MG 250	McKesson OTC	5.99	3.24
N/B GARLIC TAB ODOR/F 100	McKesson OTC	9.25	5.00
N/B GARLIC+PARSLEY CAP 100	McKesson OTC	6.11	3.30
N/B GELATIN CAP 10.5GR 100	McKesson OTC	7.38	3.99
N/B GINKGO BIL TAB 30MG 120	McKesson OTC	9.34	5.05
GINKGO BIL TAB 60MG 30	McKesson OTC	5.75	3.11
N/B GINSENG+ROYAL JELLY CAP 75	McKesson OTC	9.44	5.10
N/B GLUCOSAM SULF CAP 60+20	McKesson OTC	12.91	6.98
N/B GREEN TEA EXT CAP 315MG 1C	McKesson OTC	10.38	5.61
N/B H/H VALER RT CAP 450MG 100	McKesson OTC	6.18	3.34
N/B HAIR VIT TAB 65	McKesson OTC	10.38	5.61
N/B INOSITOL TAB 650MG 100	McKesson OTC	13.56	7.33
N/B L-LYSINE TAB 500MG 100	McKesson OTC	7.96	4.30
N/B LUTEIN SFTGEL 6MG 50	McKesson OTC	9.21	4.98
N/B MAGNES OXIDE TAB 250MG 100	McKesson OTC	4.20	2.27
N/B MELATONIN TAB 1MG 90+90	McKesson OTC	6.09	3.29
N/B MELATONIN TAB 3MG 60+60	McKesson OTC	7.49	4.05
N/B MILK THISTL NAT CAP 100	McKesson OTC	17.11	9.25
N/B MULTI-DAY TAB 100	McKesson OTC	4.74	2.56
N/B MULTI-DAY TAB 365	McKesson OTC	13.56	7.33
N/B MULTI-DAY+IRON TAB 100	McKesson OTC	4.72	2.55
N/B NIACIN T/R CAP 250MG 90	McKesson OTC	8.77	4.74
N/B OYSTERCAL TAB 500MG 60	McKesson OTC	5.57	3.01
N/B OYSTERCAL-D CAP 500MG 60	McKesson OTC	5.57	3.01
N/B PANTOTHEN ACD TB 200MG 100	McKesson OTC	7.49	4.05
N/B PAPAYA ENZYME CHEW TAB 100	McKesson OTC	5.29	2.86
N/B POT GLUC TAB 595MG 100	McKesson OTC	4.63	2.50
N/B PRE-NATAL FORMULA TAB 100	McKesson OTC	12.12	6.55
N ED YEAST RICE CAP 60	McKesson OTC	11.88	6.42
N/B SAW PALM EXTR SFTGL 30	McKesson OTC	9.23	4.99
N/B SAW PALMETTO CAP 450MG 100	McKesson OTC	8.29	4.48
N/B SELENIUM TAB 200MCG 50	McKesson OTC	5.40	2.92
N/B ST. JOHNS WORT CP 3CMG 100	McKesson OTC	11.08	5.99
N/B ULTRA VITA TIME TAB 100	McKesson OTC	16.28	8.80

N/B UNIQUE GARL H/POT OD/FR 60	McKesson OTC	9.90	5.35
N/B VIT A CAP 10MIU 100	McKesson OTC	4.87	2.63
N/B VIT B-1 TAB 100MG 100	McKesson OTC	5.37	2.90
N/B VIT B-100 T/R TAB 50	McKesson OTC	13.58	7.34
N/B VIT B-100 T/R TAB 100	McKesson OTC	23.83	12.88
VIT B-100 TAB 770 50	McKesson OTC	11.51	6.22
N/B VIT B-12 SUB TB 2500MCG 50	McKesson OTC	9.45	5.11
N/B VIT B-12 TAB 1000MCG 100	McKesson OTC	8.29	4.48
N/B VIT B-12 TAB 500MCG 100	McKesson OTC	8.05	4.35
N/B VIT B-2 TAB 100MG 100	McKesson OTC	8.64	4.67
N/B VIT B-50 TAB 50	McKesson OTC	8.05	4.35
N/B VIT B-50 TAB 100	McKesson OTC	12.69	6.86
N/B VIT B-6 TAB 100MG 100	McKesson OTC	7.60	4.11
N/B VIT B-COMP SUB LIQ 2OZ	McKesson OTC	7.05	3.81
N/B VIT B-COMP TAB 100	McKesson OTC	7.47	4.04
N/B VIT B-COMP+B-12 TAB 90	McKesson OTC	4.59	2.48
N/B VIT B-COMP+C T/R TAB 100	McKesson OTC	8.68	4.69
N/B VIT C CHEW 250MG 100	McKesson OTC	6.77	3.66
N/B VIT C T/R CAP 500MG 100	McKesson OTC	10.93	5.91
N/B VIT C TAB 250MG 100	McKesson OTC	4.01	2.17
N/B VIT C TAB 500MG 100	McKesson OTC	4.96	2.68
N/B VIT C TAB 500MG 250	McKesson OTC	12.71	6.87
N/B VIT C+E+R/HIP CAP 50	McKesson OTC	11.51	6.22
N/B VIT D TAB 1000IU H/P 100	McKesson OTC	8.12	4.39
N/B VIT D TAB 400IU 100	McKesson OTC	4.48	2.42
N/B VIT E CRM 6MIU 2OZ	McKesson OTC	4.55	2.46
N/B VIT E DL-A CAP 400IU 100	McKesson OTC	7.96	4.30
N/B VIT E DL-A SFTGL 200IU 100	McKesson OTC	6.44	3.48
VIT E NAT SFTGEL 400IU 100	McKesson OTC	14.89	8.05
N/B VIT E OIL 24MIU 0810 2OZ	McKesson OTC	8.99	4.86
N/B WATER PILL TAB X/S 50	McKesson OTC	9.20	4.97
N/B WATER PILL+POTASS TAB 50	McKesson OTC	6.07	3.28
N/B ZINC GLUCO CAPL 50MG 100	McKesson OTC	6.33	3.42
N/B ZINC TAB 25MG 2000 100	McKesson OTC	4.92	2.66
NASAFLO NETIPOT KT NFLO-ENU-US	McKesson OTC	19.24	8.53
NEOSPORIN ANTIB OINT 0.5OZ	McKesson OTC	6.29	3.40
NEOSPORIN LT LIP TREAT 0.25OZ	McKesson OTC	5.42	2.93
NEOSPORIN+ CRM MAX/STR 0.5OZ	McKesson OTC	6.99	3.78
NEOSPORIN+ OINT MAX/STR 0.5OZ	McKesson OTC	6.99	3.78
NEUT BLK/HD ELIMIN SCRUB 4.2OZ	McKesson OTC	8.83	4.77
NEUT BODY OIL SESAME 8.5OZ	McKesson OTC	12.90	6.97
NEUT BUILD-A-TAN SUNL LOT 6.7Z	McKesson OTC	12.80	6.92
NEUT CLEANSER FRSH FOAM 6.7OZ	McKesson OTC	8.34	4.51
NEUT DEEP CLN CRM CLNSER 7OZ	McKesson OTC	8.14	4.40
NEUT ENERGIZ CREAM WASH 6.7OZ	McKesson OTC	10.64	5.75
NEUT ENERGIZ SUGAR SCRUB 6OZ	McKesson OTC	13.28	7.18
NEUT FRSH/CL SPR SPF30 5OZ	McKesson OTC	12.80	6.92
NEUT FRSH/CL SPR SPF45 4OZ	McKesson OTC	12.80	6.92
NEUT HLTH/D MST SPF30 UNT 1.7Z	McKesson OTC	17.93	9.69
NEUT HLTH/S ANTI INT SERUM 1OZ	McKesson OTC	24.66	13.33
NEUT HLTH/S ANTI WRK EYE 0.5OZ	McKesson OTC	24.66	13.33
HLTH/S ANTI WRK NIT 1.4OZ	McKesson OTC	24.66	13.33
NEUT LIP MOIST SPF15 0.15OZ	McKesson OTC	4.22	2.28
NEUT MEN RAZOR FACE LOT 2.5OZ	McKesson OTC	7.94	4.29
NEUT MEN RAZOR FACE SCRB 4.2OZ	McKesson OTC	7.94	4.29
NEUT MEN RAZOR SHAVE GEL 7.0OZ	McKesson OTC	7.25	3.92
NEUT MEN SKN CLR F/WASH 5.1OZ	McKesson OTC	7.94	4.29

NEUT MICROM SUNL SPRY DEP 5.3Z	McKesson OTC	14.69	7.94
NEUT MICROM SUNL SPRY MED 5.3Z	McKesson OTC	14.69	7.94
NEUT MOIST SPF15 UNTINT 4OZ	McKesson OTC	15.17	8.20
NEUT M-U REMOVER CLNS TOWEL 25	McKesson OTC	11.77	6.36
NEUT NORW HAND CREAM 3OZ	McKesson OTC	7.31	3.95
[illegible]T ON-SPOT ACNE TRTM 0.75OZ	McKesson OTC	8.83	4.77
NEUT RADIANC BOOST EYE CRM .5Z	McKesson OTC	18.02	9.74
NEUT RAINBATH GEL 8.5OZ	McKesson OTC	10.18	5.50
NEUT RELAX SHWR&BATH GEL 6.7OZ	McKesson OTC	8.53	4.61
NEUT SHEER BDY/T FOAM LT/MD 4Z	McKesson OTC	12.80	6.92
NEUT SHEER BDY/T FOAM MD/DP 4Z	McKesson OTC	12.80	6.92
NEUT SOAP ORIG SCEN 3.5OZ	McKesson OTC	3.52	1.90
NEUT SUMMR GLOW BDY MOIST 6.7Z	McKesson OTC	10.43	5.64
NEUT T/GEL SHAM DLY/CONT 8.5OZ	McKesson OTC	8.73	4.72
NEUT TRIP/M COND DLY/D 8.45OZ	McKesson OTC	7.59	4.10
NEUT TRIP/M SHAM CRM/L 8.45OZ	McKesson OTC	7.59	4.10
NEUT ULT SHR SUNBL SPF45 3OZ	McKesson OTC	12.80	6.92
NEUT ULT SHR SUNBL SPF55 3OZ	McKesson OTC	12.80	6.92
NEW SKIN LIQ 1OZ	McKesson OTC	6.73	3.47
NEXCARE DISP GNT PPR 3/4X8 789	McKesson OTC	2.78	1.50
NEXCARE W/P BAND 1X2-3/8 20	McKesson OTC	4.70	2.54
NICODERM CQ CLR PATCH 14MG 14	McKesson OTC	77.82	42.06
NICODERM CQ CLR PATCH 21MG 14	McKesson OTC	77.82	42.06
NICODERM CQ CLR PATCH 7MG 14	McKesson OTC	77.82	42.06
NICORETTE FRESH MINT 2MG 40	McKesson OTC	46.22	24.98
NICORETTE FRESH MINT 4MG 40	McKesson OTC	46.22	24.98
NIGHT GUARD LARGE 78912	McKesson OTC	28.42	15.36
NIGHT GUARD MEDIUM 79912	McKesson OTC	28.42	15.36
[illegible]A BDY FRM LOT MD/DRK 8.4OZ	McKesson OTC	9.10	4.92
NIVEA CRM TUBE 2OZ	McKesson OTC	4.26	2.17
NIVEA MEN REVIT LOT Q10 1.7OZ	McKesson OTC	11.91	6.44
NIVEA MEN SHV GEL SENS 7OZ	McKesson OTC	3.59	1.83
NIX LICE CONTROL SPR 5OZ	McKesson OTC	9.79	4.45
NIXLICE TREATMENT	McKesson OTC	14.43	7.80
NO DOZ MAX/STR CAPL 16	McKesson OTC	4.01	2.17
NO RINSE SHAM 8OZ	McKesson OTC	3.27	1.77
NO-AD SUNBL LOT MAX SPF45 3.4Z	McKesson OTC	3.98	2.15
NOVOLIN 70/30 PENFILL 3ML 5	McKesson OTC	213.27	115.27
NOVOLIN 70/30 VIAL 100U 10ML	McKesson OTC	70.84	38.29
NYQUIL NON-PSE LIQ CHERRY 6OZ	McKesson OTC	7.44	4.02
NYQUIL NON-PSE LIQ ORIG 6OZ	McKesson OTC	7.44	4.02
NYQUIL NON-PSE LIQCAP 12	McKesson OTC	7.36	3.98
NYQUIL/DAYQUIL PE COMBO PK 40	McKesson OTC	18.37	9.93
OCEAN NASAL GEL .5OZ	McKesson OTC	5.96	3.22
OCEAN NASAL SPR MIST 45ML	McKesson OTC	4.83	2.61
OLAY ACT HYD BTY ORIG 4OZ	McKesson OTC	11.97	6.47
OLAY COMP UV DEF LOT 4OZ	McKesson OTC	11.97	6.47
OLAY COMP UV DEF SENS LOT 4OZ	McKesson OTC	11.97	6.47
OLAY DLY FACL NORM/OIL TUB 30	McKesson OTC	9.86	5.33
OLAY REGEN DLY REGEN CLNSR 5OZ	McKesson OTC	9.34	5.05
OLAY REGEN SERUM 1.7OZ	McKesson OTC	25.35	13.70
[illegible]SPC A/S LOT 08 CLSS 4.25OZ	McKesson OTC	8.03	4.34
OLD SPC I/S RED/Z P/SPRT 2.6OZ	McKesson OTC	6.01	3.25
ONE TOUCH METER ULT 020-247	McKesson OTC	104.31	56.38
ONE TOUCH TEST STRP 50 10-198	McKesson OTC	88.18	47.66
ONE TOUCH ULT2 M/S KT 02109801	McKesson OTC	104.31	56.38
ONE TOUCH ULTRA TEST STRIP 25	McKesson OTC	43.63	23.58

ONE TOUCH ULTRA TEST STRIP 100	McKesson OTC	168.79	91.23
OPCON-A SOL OTC B&L 0.5OZ	McKesson OTC	8.27	4.47
OPTI-FREE CHEM DISINF 12OZ	McKesson OTC	14.80	8.00
OPTI-FREE NO-RUB EXP SOL 4OZ	McKesson OTC	6.48	3.50
ORAJEL BABY TEETH PAIN 0.33OZ	McKesson OTC	6.62	3.58
IEL MAX/STR LIQ 0.45OZ	McKesson OTC	8.51	4.60
ORAL SYRINGE 2TSP APOT 67007	McKesson OTC	2.02	0.98
PALMERS COCOA BUT CR TUB 3.75Z	McKesson OTC	4.90	2.65
PALMERS MASSAG CR STRCH/M 4.4Z	McKesson OTC	7.03	3.80
PANT PRO-V SHAM/C DRY/D 13OZ	McKesson OTC	5.24	2.83
PANT RESTOR COND FRZ CTRL 8.5Z	McKesson OTC	7.53	4.07
PANT RESTOR SHAM FRZ CTRL 8.5Z	McKesson OTC	7.53	4.07
PEARS BAR SOAP 4.4OZ	McKesson OTC	2.00	1.08
PEDIALYTE LIQ CHERRY 8OZ CT4	McKesson OTC	9.08	4.91
PEDIALYTE LIQ SNG APPL 8OZ CT4	McKesson OTC	9.08	4.91
PEPCID AC TAB MAX/STR 25	McKesson OTC	15.65	8.46
PEPCID AC TAB ORIG 30	McKesson OTC	14.89	8.05
PEPCID COMPL CHEW TAB MINT 25	McKesson OTC	15.65	8.46
PEPTO-BISMOL CHEW TAB REG 30	McKesson OTC	5.46	2.95
PEPTO-BISMOL CHLD CHW BBL/G 24	McKesson OTC	6.92	3.74
PEPTO-BISMOL LIQ MAX/STR 4OZ	McKesson OTC	5.53	2.99
PEPTO-BISMOL LIQ MAX/STR 8OZ	McKesson OTC	7.42	4.01
PEPTO-BISMOL LIQ REG 4OZ	McKesson OTC	3.76	2.03
PEPTO-BISMOL LIQ REG 8OZ	McKesson OTC	5.53	2.99
PERFORM	McKesson OTC	6.09	3.29
PHILLIPS LIQ CHERRY 4OZ	McKesson OTC	3.74	2.02
PHILLIPS M/M MINT 4OZ	McKesson OTC	3.74	2.02
PHILLIPS M/M REG 12OZ	McKesson OTC	6.96	3.76
IPS TAB MINT 100	McKesson OTC	7.49	4.05
PHISODERM FOAM FACIAL WASH 5OZ	McKesson OTC	9.27	5.01
PHISODERM SENSIT WASH 6OZ	McKesson OTC	5.72	3.09
PILL REMIN 7DAY 7SD APOT 67009	McKesson OTC	1.85	1.00
PILL SPLITTER	McKesson OTC	3.94	2.13
PLAN B TAB 0.75MG BP (OTC) 2	McKesson OTC	61.63	33.31
POLYSPORIN OINT TUBE 1/2OZ	McKesson OTC	6.99	3.78
POLY-VI-SOL DROPS 50ML	McKesson OTC	12.21	6.60
PREPARATION H OINT 1OZ	McKesson OTC	8.84	4.78
PREPARATION H PORTAB WIPES 10	McKesson OTC	4.61	2.49
PREPARATION H SUPP 12	McKesson OTC	9.79	5.29
PREPARATION H WIPES REF 48	McKesson OTC	6.98	3.77
PRILOSEC OTC TAB 20MG P&G 14	McKesson OTC	19.06	10.30
PRILOSEC OTC TAB 20MG P&G 28	McKesson OTC	33.71	18.22
PRIMATENE MIST+MOUTHPC 0.5OZ	McKesson OTC	23.24	12.56
PRIMATENE TAB 24	McKesson OTC	6.75	3.65
PROTEIN 29 HAIR GEL 3OZ	McKesson OTC	4.75	2.57
PURELL INST H/SANIT 2OZ	McKesson OTC	1.85	1.00
PURELL INST H/SANIT 8OZ	McKesson OTC	4.14	2.24
PURELL+ALOE H/SANIT 2OZ	McKesson OTC	1.85	1.00
PURPOSE CLNS WASH GENTLE 6OZ	McKesson OTC	7.29	3.94
Q-TIPS COTT SWABS FLEX 170	McKesson OTC	2.72	1.47
RED CROSS TOOTHACHE DROP 1/8OZ	McKesson OTC	6.03	3.26
ESH CONTACTS 12ML	McKesson OTC	7.99	4.32
REFRESH DRY EYE THERAPY 20	McKesson OTC	21.17	11.44
REFRESH DRY EYE THERAPY 15ML	McKesson OTC	11.97	6.47
REFRESH TEARS 30ML	McKesson OTC	17.41	9.41
RENU LENS LEAK/P CS B&L 140307	McKesson OTC	5.31	2.87
RENU MULTI+ W/PROT SOL 4OZ	McKesson OTC	5.90	3.19

RENU MULTI-PURPOSE SOL 4OZ	McKesson OTC	5.90	3.19
REPHRESH VAGINAL APPL GEL . 4	McKesson OTC	21.91	11.84
REPLENS LNG LST VAG MOIST 35GM	McKesson OTC	21.59	9.41
RICOLA CGH/DRP ORIG BAG21	McKesson OTC	2.37	1.21
RID PEDICUL SPR AERO 5OZ	McKesson OTC	8.10	4.38
ITUS CF C&C PE 4OZ	McKesson OTC	7.99	4.32
ROBITUS COUGH GEL 20	McKesson OTC	7.99	4.32
ROBITUS MAX/STR 4OZ	McKesson OTC	7.99	4.32
ROBITUS PE H&C 4OZ	McKesson OTC	7.99	4.32
ROBITUS SYRP 100MG 4OZ	McKesson OTC	7.99	4.32
ROBITUS-DM SYRP 4OZ	McKesson OTC	7.99	4.32
ROGAINE MEN FOAM SINGLE 78130	McKesson OTC	43.26	23.38
ROLAIDS SFT/CHWS WILD/CHRY 7PK	McKesson OTC	8.83	4.77
SCHICK XTREME 3 SEN+ALO DISP 4	McKesson OTC	10.03	5.42
SCOPE M/WASH ORIG MINT 250ML	McKesson OTC	4.00	2.16
SCOPE M/WASH PEPPERMNT 250ML	McKesson OTC	4.00	2.16
SEA-BAND WRIST	McKesson OTC	9.95	5.38
SEA-BOND DENT ADHES LOWER 15	McKesson OTC	4.59	2.48
SEA-BOND DENT ADHES UPPER 15	McKesson OTC	4.59	2.48
SEA-BOND DENT BATH 89	McKesson OTC	1.98	1.07
SECRET I/SLD PLAT G/MIST 2.6OZ	McKesson OTC	6.01	3.25
SELSUN BLUE SHAM 2IN1 TRT 11OZ	McKesson OTC	11.23	6.07
SELSUN BLUE SHAM MED TRT 11OZ	McKesson OTC	11.23	6.07
SELSUN BLUE SHAM MST TRT 7OZ	McKesson OTC	9.23	4.99
SENOKOT LAX TAB 100	McKesson OTC	33.25	17.97
SENOKOT-S LAX+STOOL SOFT 60	McKesson OTC	41.04	22.18
SENSODYNE T/P FULL PROTEC 4OZ	McKesson OTC	7.88	4.02
SIGHT SAVER SPR CLNR 0.5OZ	McKesson OTC	1.52	0.82
LAC ADVANCE PWD 12.9OZ	McKesson OTC	24.09	13.02
SIMILAS EAR DROP 0.33OZ	McKesson OTC	11.19	6.05
SIMILAS EYE DROP ALL #2 10ML	McKesson OTC	11.19	6.05
SIMILAS EYE DROP RED #1 10ML	McKesson OTC	11.19	6.05
SIMILAS PINK EYE REL DRP 0.33Z	McKesson OTC	11.19	6.05
SIMILAS STYE EYE RELIEF 10ML	McKesson OTC	11.19	6.05
SIMPLY SAL BBY NASAL MST 1.5OZ	McKesson OTC	6.68	3.61
SIMPLY SLEEP CAPL 24	McKesson OTC	6.11	3.30
SINEX NASAL SPR LONG-ACT 0.5OZ	McKesson OTC	8.42	4.55
SINEX NASAL SPR REG 0.5OZ	McKesson OTC	7.79	4.21
SINUS RINSE REG COMP KIT 00148	McKesson OTC	14.23	6.30
SKINT S/TH SHV CRM SENS 10OZ	McKesson OTC	4.48	2.42
SLEEPINAL CAP 16	McKesson OTC	7.75	4.19
SM COSM BALLS JUMBO/SZ 100	McKesson OTC	1.85	1.00
SM FIRST AID BACITRAC OINT 1OZ	McKesson OTC	4.46	2.41
SM LAX GLYCERIN SUPP INF 25	McKesson OTC	2.55	1.38
SM PAIN REL TAB X/STR 60	McKesson OTC	3.03	1.64
SM STOOL SOFT SFTGEL 100MG 100	McKesson OTC	4.81	2.60
SM URINARY PAIN RELF TAB 30	McKesson OTC	5.92	3.20
SOD CHL INH 0.9% 3ML UD NEP 1C	McKesson OTC	20.41	9.90
SOLARCAINE+ALOE VERA GEL 4OZ	McKesson OTC	6.64	3.59
SOOTHE XP EMOLL EYE DROP 15ML	McKesson OTC	13.02	6.16
SOOTHING/C POWDERGEL FF 1.5OZ	McKesson OTC	9.18	4.96
D STICK A/P UNSC 3OZ	McKesson OTC	4.27	2.31
SPEED STK DEOD REG 2OZ	McKesson OTC	3.07	1.66
SPINBRUSH SPN CLAS REPL O/S 1	McKesson OTC	6.05	3.27
ST. JOS ASP CHEW TAB ADULT 36	McKesson OTC	3.31	1.79
STYE OPHTH OINT 7660 1/8OZ	McKesson OTC	9.44	5.10
SUAVE H/S N/A MAX/HLD PMP 6.5Z	McKesson OTC	1.98	1.07

SUDACARE VAP-PLUG+5REF 22890	McKesson OTC	8.51	4.60
SUDAFED 24-HR TAB 10	McKesson OTC	11.86	6.41
SUDAFED CHILD NASAL DECON 4OZ	McKesson OTC	7.70	4.16
SUDAFED PE SEVERE COLD CAPL 12	McKesson OTC	5.37	2.90
SUDAFED PE TAB 10MG 18	McKesson OTC	7.09	3.83
AFED TAB 30MG 24	McKesson OTC	7.09	3.83
SURE UNSCENTED DEODORANT	McKesson OTC	3.35	1.81
SURE WIDE SOLID UNSC 2.7OZ	McKesson OTC	3.35	1.81
SWIM EAR FOUG 1OZ	McKesson OTC	5.77	3.12
SYSTANE LUB EYE DROP 15ML	McKesson OTC	13.84	7.48
T/BRUSH OB ADV CGRP 40 SFT #42	McKesson OTC	3.90	2.11
T/BRUSH OB ADV PLUS 35 MED #33	McKesson OTC	3.90	2.11
T/BRUSH OB ADV PLUS 40 SFT #32	McKesson OTC	3.90	2.11
T/BRUSH OB IND 60 MED #15	McKesson OTC	3.22	1.74
T/BRUSH OB IND 60 SFT #12	McKesson OTC	3.22	1.74
TAGAMET HB TAB 200MG 30	McKesson OTC	15.49	8.37
TAMPAX PLAS PEARL REG UNSC 20	McKesson OTC	7.27	3.93
TAMPAX REG/SUP/LT M/PK FLSH 40	McKesson OTC	10.56	5.71
TAMPAX TAMP REG FLUSH APPL 10	McKesson OTC	3.50	1.89
TAMPAX TAMP REG FLUSH APPL 40	McKesson OTC	10.56	5.71
TAMPAX TAMP SUP FLUSH APPL 40	McKesson OTC	10.56	5.71
TAMPAX TAMP SUP+ FLUSH APPL 40	McKesson OTC	10.56	5.71
TAMPAX TAMP SUPER FLSH APPL 20	McKesson OTC	5.38	2.91
TAVIST ALLERGY TAB 12HR RLF 16	McKesson OTC	12.69	6.86
TEARS NATUR FORTE 15ML	McKesson OTC	13.65	7.38
TEMPARIN 1-STEP DENT STR 2.2GM	McKesson OTC	2.85	1.90
THERA TEARS NUTRIT SFTGL 90	McKesson OTC	16.00	8.00
THERAFLU COLD & COUGH	McKesson OTC	7.29	3.94
AFLU PE CLD&CGH LEMON 6	McKesson OTC	7.29	3.94
THERAFLU PE SEV CLD DAY LEM 6	McKesson OTC	7.29	3.94
THERAFLU PE SEV CLD NITE LEM 6	McKesson OTC	7.29	3.94
THERAFLU SEV/C&C DT B/MN TEA 6	McKesson OTC	7.29	3.94
THERAFLU SEV/C&C NT HN/LM&TE 6	McKesson OTC	7.29	3.94
THERA-GESIC CRM 5OZ	McKesson OTC	7.46	3.72
THERM DIGIT FLEX BD 524034	McKesson OTC	11.38	6.15
THERM STANDARD PROF IRT4520	McKesson OTC	68.03	33.83
THERMAC BACK LGE/X-LGE 2	McKesson OTC	10.08	5.45
THERMAC MENSTRUAL 3	McKesson OTC	10.01	5.41
THERMAC NECK TO ARM 3	McKesson OTC	10.01	5.41
TIGER BALM OINT REG 18GM	McKesson OTC	6.07	3.28
TIGER BALM OINT ULTR/STR 50GM	McKesson OTC	13.34	7.21
TIGER BALM OINT X/STR P/P 18GM	McKesson OTC	6.07	3.03
TODAY SPONGE 3	McKesson OTC	11.71	6.33
TOMS DEOD STK SENS CALN 2.25OZ	McKesson OTC	6.25	3.38
TOMS DEOD STK SENS W/SP 2.25OZ	McKesson OTC	6.25	3.38
TOMS DEOD STK UNSC 2.25OZ	McKesson OTC	6.25	3.38
TOMS M/W CINNAMINT 16OZ	McKesson OTC	6.81	3.68
TOMS M/W P/MINT B/SODA 16OZ	McKesson OTC	6.81	3.68
TOMS M/W SPEARMINT 16OZ	McKesson OTC	6.81	3.68
TOMS T/P CINNAMINT FLUOR 6OZ	McKesson OTC	6.44	3.48
TOMS T/P DRY/M APRICOT 6OZ	McKesson OTC	6.20	3.35
S T/P FLUOR CHLD S/STRW 4OZ	McKesson OTC	5.27	2.85
TOMS T/P PEPPERM+BKG+FLUOR 6OZ	McKesson OTC	6.44	3.48
TOMS T/P PROPOL&MYR FENNEL 6OZ	McKesson OTC	6.44	3.48
TOMS T/P SPEARMINT+FLUOR 6OZ	McKesson OTC	5.75	3.11
TRES EURO MOUSSE X-HOLD 10.5OZ	McKesson OTC	4.94	2.67
TRES H/S SUPER HOLD 10OZ	McKesson OTC	4.94	2.67

TRIPLE/P MEDIC OINT 2OZ	McKesson OTC	11.53	6.23
TRI-VI-SOL+IRON DROPS 50ML	McKesson OTC	12.40	6.70
TROJAN MAGNUM LUB 64203 3	McKesson OTC	4.99	1.37
TROJAN ULT THIN LUB 92620 3	McKesson OTC	4.50	1.37
TROJAN V/SENS LUB 92220 3	McKesson OTC	4.99	1.37
JAN-ENZ LUB 93050 3	McKesson OTC	4.50	1.19
TROJAN-ENZ SPER 93150 3	McKesson OTC	4.50	1.37
TUCKS PADS 100	McKesson OTC	8.66	4.68
TUCKS PADS 100	McKesson OTC	8.66	4.68
TUCKS-HC OINT 0.7OZ	McKesson OTC	7.31	3.95
TUMS 1-ROLL ASST 12S CT12	McKesson OTC	0.91	0.49
TUMS 1-ROLL PEPPERMINT CT12	McKesson OTC	1.05	0.49
TUMS E-X TAB ASST 48	McKesson OTC	4.31	2.33
TUMS E-X TAB ASST 96	McKesson OTC	6.98	3.77
TUMS E-X TAB TROPICAL 48	McKesson OTC	4.31	2.33
TUMS ULTRA TAB ASST FRUIT 72	McKesson OTC	6.98	3.77
TYLENOL CAPL ARTHR EZ-OPEN 100	McKesson OTC	16.04	8.67
TYLENOL CAPL EXT/STR 24	McKesson OTC	5.33	2.88
TYLENOL CAPL EXT/STR 50	McKesson OTC	9.16	4.95
TYLENOL CAPL EXT/STR 100	McKesson OTC	14.95	8.08
TYLENOL CAPL SIN SEVR CONG 24	McKesson OTC	8.47	4.58
TYLENOL CHILD INF DROP 0.5OZ	McKesson OTC	7.47	4.04
TYLENOL CHILD SUSP BBLGUM 4OZ	McKesson OTC	8.99	4.86
TYLENOL CHILD SUSP LIQ 4OZ	McKesson OTC	8.99	4.86
TYLENOL CPL SIN CONG DAY PE 24	McKesson OTC	7.55	4.08
TYLENOL CPL SIN CONG NIT PE 24	McKesson OTC	7.55	4.08
TYLENOL INF DROP 1OZ	McKesson OTC	11.64	6.29
TYLENOL INF SUSP DRP G/F 0.5OZ	McKesson OTC	7.47	4.04
NOL LIQ X/STR R/BLAST 8OZ	McKesson OTC	8.25	4.46
TYLENOL MELTAWAY JS BBLGUM 24	McKesson OTC	7.16	3.87
TYLENOL MELTAWAY JS GRAPE 24	McKesson OTC	7.16	3.87
TYLENOL P.M. CAP X/STR 50	McKesson OTC	10.77	5.82
TYLENOL P.M. CAP X/STR 100	McKesson OTC	16.36	8.84
TYLENOL P.M. GELTAB X/STR 24	McKesson OTC	6.29	3.40
TYLENOL P.M. GELTAB X/STR 50	McKesson OTC	10.77	5.82
TYLENOL P.M. R/R GELCAP 40	McKesson OTC	10.77	5.82
TYLENOL R/R GELCP X/S 24	McKesson OTC	5.79	3.13
TYLENOL R/R GELCP X/S 50	McKesson OTC	9.94	5.37
TYLENOL TAB 325MG 100	McKesson OTC	11.30	6.11
TYLENOL TAB EZ X/STR 50	McKesson OTC	9.16	4.95
UNISOM SLEEPGEL MAX/STR 16	McKesson OTC	8.60	4.65
URISTAT URINAR PAIN REL TAB 12	McKesson OTC	7.40	4.00
VAGISIL A-ITCH WIPE MAX/STR 12	McKesson OTC	6.23	3.37
VAGISIL CRM MAX/STR 1OZ	McKesson OTC	6.23	3.37
VAGISTAT III 3DY TRTM CR 0.32Z	McKesson OTC	16.60	8.00
VAGISTAT-1 T/OIN+APL OTC 4.6GM	McKesson OTC	22.74	12.29
VAPOR-PLUG REFILL PADS	McKesson OTC	6.49	3.51
VAPORUB OINT JAR 6OZ	McKesson OTC	16.98	9.18
VASEL I/C LOT ALOE 10OZ	McKesson OTC	5.22	2.82
VASEL I/C LOT TOTAL MOIST 3OZ	McKesson OTC	3.13	1.69
VASEL I/C LOT TOTAL MOIST 10OZ	McKesson OTC	5.22	2.82
LIP THER ADV TBE CT12	McKesson OTC	1.40	0.76
VASEL PURE JELLY TUBE 2.5OZ	McKesson OTC	3.33	1.80
VEET BLADELESS RAZ ALO/V 5.1OZ	McKesson OTC	12.43	6.72
VISINE A.C. EYE DROP 0.5OZ	McKesson OTC	6.38	3.45
VISINE ADV RELF EYE DROP 0.5OZ	McKesson OTC	6.38	3.45
VISINE ORIG EYE DROP 0.5OZ	McKesson OTC	6.38	3.45

VISINE TEARS DROP 0.5OZ	McKesson OTC	7.90	4.27
VISINE-A EYE DROP 0.5OZ	McKesson OTC	7.90	4.27
VO5 HOLDING PWR MEGA GEL 7OZ	McKesson OTC	4.48	2.42
WATER BOTTL GOODHLTH FLTL 2816	McKesson OTC	8.21	4.44
WET ONES ANTIBAC TRV/PK 15	McKesson OTC	1.85	1.00
WET ONES SENS SKIN ALOE TRAVEL PACK	McKesson OTC	1.85	1.00
WET ONES SENS SKIN CANISTR 40	McKesson OTC	3.83	2.07
ZADITOR ANTIHIST EYE DROPS 5ML	McKesson OTC	18.48	9.99
ZANTAC 150 TAB 8	McKesson OTC	7.01	3.79
ZANTAC 75 TAB 10	McKesson OTC	7.01	3.79
ZICAM ALLERGY RELIEF 0.5OZ	McKesson OTC	14.65	7.92
ZICAM COLD ADULT SWABS 20	McKesson OTC	14.65	7.92
ZICAM COLD MOUTH SPR 1OZ	McKesson OTC	16.45	8.89
ZICAM COLD RAPID MELT+C TAB 25	McKesson OTC	14.65	7.92
ZICAM COLD REMEDY 0.5OZ	McKesson OTC	14.65	7.92
ZICAM COLD TAB CHERRY 25	McKesson OTC	14.65	7.92
ZIM`S CRACK CRM TUBE 2.25OZ	McKesson OTC	7.40	4.00
ZYRTEC D TAB 12	McKesson OTC	20.67	11.17
ZYRTEC SYRP 1MG/ML 4OZ	McKesson OTC	17.08	9.23
ZYRTEC TAB 10MG 5	McKesson OTC	9.68	5.23
ZYRTEC TAB 10MG 14	McKesson OTC	20.67	11.17
ZYRTEC TAB CHEW 5MG 5	McKesson OTC	9.68	5.23

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises:

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

ATM's

Hotel, motel, or ground transportation reservation information

Food and beverages of any kind (not including dietary supplements)

Wi-Fi services

Newspapers and magazines

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

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

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H

[Intentionally Omitted]

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

MERCHANDISING PLAN

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease.. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a

suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL
IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about August 6, 2007, as amended.

EXHIBIT M

FORM OF TENANT SERVICES AGREEMENT

[Intentionally Omitted]

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 22 day of MAY in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

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

FOR JETBLUE AIRWAYS CORPORATION

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

On the 2nd day of March in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard Smyth, 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)

MITCHELL J. NADLER
Notary Public, State of New York
No. 02NA6080750
Qualified in New York County
Commission Expires 09/23/20 10

FOR SUBLESSEE

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

On the 25th day of November in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael Tovian, 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.

Julie M. McKeon
(notarial seal and stamp)

JULIE M MCKEON
Notary Public, State of New York
No. 01MC6127132
Qualified in Westchester County
Commission Expires May 23, 2009

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the _____ day of _____ in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

FOR JETBLUE AIRWAYS CORPORATION

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

FOR SUBLESSEE

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

CONSENT TO SUBLEASE AGREEMENT

among

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

JETBLUE AIRWAYS CORPORATION
(Lessee)

and

STELLAR PARTNERS, INC. d/b/a RON JON SURF SHOP

(Sublessee)

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

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-817
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of September 29, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **STELLAR PARTNERS INC.**, dba Ron Jon Surf Shop ("*Sublessee*"), a corporation organized and existing under the laws of the State of Florida with an office and place of business at 5402 Beaumont Center Boulevard, Suite 108, Tampa, Florida 33634, whose representative is Susan Stackhouse, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

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

1. Consent.

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

2. Term of Consent.

Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease.

If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline

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

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with

all the terms, provisions and conditions of the Airline Lease.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Section 2.04 "Delivery of Premises; Concessionaire's Work Generally" – In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(2) For avoidance of doubt, in the Sublease definitions of Port Authority Share and Sublandlord Share, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease).

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 8.04, "Pricing", subparagraph (e) – As a matter of clarification, the reference to identical items in other Ron Jon Stores at non-airport locations shall refer to "identical items in other Ron Jon stores at non-airport locations in the New York Metropolitan Area.

(5) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

(6) Section 15.03, "Total Damage to Concessionaire Premises" - Notwithstanding the provisions of Section 15.03(c) to the contrary, the Port Authority Share of rent shall not be abated in the event of a casualty.

5. Required Port Authority Consent.

The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph.

8. Compliance with Laws.

The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property.

Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline

Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, representatives, agents, contractors, members (in their capacity as members of the Sublessee if it is a limited liability entity), managers (in their capacity as managers of the Sublessee if it is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee as a limited liability entity), managers (in their capacity as managers of the Sublessee as is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the

protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

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

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the

Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

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

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs

Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an

approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices.

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

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

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

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

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

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

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

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

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

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

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

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

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

18. Inspection.

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

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

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

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

The Sublessee hereby waives its right to trial by jury in any action that may hereafter be

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

22. Business Development and Records.

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

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

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct

or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

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

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

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

of the Port Authority and the Airline under this Consent or otherwise and in addition to all of the Sublessee's other obligations under this Consent:

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

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

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

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i)

any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

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

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

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

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) With respect to the letter of credit as security for the Port Authority, in connection with the Sublease, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Thirty Two Thousand Five Hundred Dollars and No Cents ($32,500.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

26. Third Party Beneficiary; Enforcement.

The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Consent, the Sublessee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Sublessee

recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Sublessee shall promptly give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all threatened or existing labor-related disruptions directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances, including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee, subject to applicable laws and regulations.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to

applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations regarding human resources and employment matters, to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law.

Anything in the Sublease to the contrary notwithstanding, the effect and meaning of this Consent and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

30. No Personal Liability.

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

31. Entire Agreement; Amendment. This Consent constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst. Director, CCMS

(Seal)

ATTEST:

Secretary

STELLAR PARTNERS, INC.

By _____

(Printed Name) SUSAN H. STACKHOUSE

(Title) ~~President~~ CEO

(Corporate Seal)

STELLAR PARTNERS INC. December 1965 Florida

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By _____

(Printed Name): Beary Sakow

(Title) Vice President

(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
VJ	

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

$47.78 SKB

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed ~~$30~~million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

SCHEDULE G

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An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $30million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

For the Port Authority

Initialed:

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:

[Insert Name of Company]

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

EXECUTION

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

STELLAR PARTNERS, INC. dba Ron Jon Surf Shop, Concessionaire

Dated as of September __, 2008

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of September __, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and STELLAR PARTNERS, INC., a Florida corporation dba Ron Jon Surf Shop, having an office at 5402 Beaumont Center Boulevard, Suite 108, Tampa, Florida 33634 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, as set forth in a written notice to Concessionaire.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance which presence occurs during the term of the letting under this Sublease or results from any act or omission of Concessionaire, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful death, or property

damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

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

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

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

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

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

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) the day preceding the eighth (8th) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately

stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products, to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed twenty percent required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures,

equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

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

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth in Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Office/Storage Rent" has the meaning set forth in Section 3.02.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by

Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than October 15, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concession Premises, subject to the limitations set forth in Article VI of this Sublease: (i) The sale at retail of merchandise items, twenty-five percent (25%) of which shall be Ron Jon branded and the rest of which shall be lifestyle branded merchandise items, such as Billabong, Quicksilver, Roxy, Reef and Hurley branded merchandise, or non-branded merchandise items that are typically carried in the merchandise assortment in substantially all of the Ron Jon Surf Shops located in the United States, such items to include adult, youth, toddler and infant apparel; sporting goods (including balls, surfboards and skateboards); sports apparel (including skateboard, surfing and other active sports apparel); sunglasses; costume jewelry, novelties and souvenirs, including those related to the surfing, beach and tropical themes (including Ron Jon branded shot glasses and mugs); beach towels; branded plush, hats, wallets, passport holders, belts, socks, footwear, totes and other accessories; toys for children, including plush and outdoor toys; Ron Jon branded travel accessories (including luggage, neck pillows and travel blankets); tropical themed or beach themed home décor items (such as candles, glassware, room lights and bookends); Ron Jon branded electronics (including MP4 players and flash drives); Ron Jon branded postcards; Ron Jon branded stationary items; and non-branded ancillary items such as: lifestyle items, surfing and skateboard videos or DVDs, surfing and skateboard books, surfing and skateboard magazines, and other reproduced surfing visuals such as pictures and posters, (ii) general and administrative offices (office portions of the Concession Premises only), and (iii) storage (storage portions of the Concession Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

"Port Authority" means The Port Authority of New York and New Jersey, a body corporate and politic as established by Compact between the States of New Jersey and New York

with the consent of the Congress of the United States of America.

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public in the Concessionaire Premises, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other

work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Buildout Costs, using straight line amortization over an eight year period beginning on the Rent Commencement Date, calculated on a daily basis using a 365 day year.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport,

subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term. The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than eight (8) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term in accordance with the other provisions hereof, including Section 14.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until October 15, 2008 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE

INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section and Sections 3.05 and 3.06.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after January 1, 2009 (the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to January 1, 2009, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

(d) The Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date shall be based on enplaned passenger projections of enplanements (the "Estimated Year 1 Enplanements"). Notwithstanding the foregoing, if on the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, the

Minimum Annual Guarantee is less than the Minimum Annual Guarantee shall automatically increase to an amount equal to and the Monthly MAG Payment shall be adjusted accordingly, and thereafter the Minimum Annual Guarantee shall escalate on an annual basis in accordance with the escalation formulas set forth in the definition of Minimum Annual Guarantee above. Such determination of the change in enplanements shall be made by Sublandlord in good faith and set forth in a written notice to Concessionaire.

SECTION 3.02 Reconciliation. If any annual statement or report indicates that the total amount of monthly installments of Percentage Rent actually paid by Concessionaire for such Annual Period is less than the total amount of Percentage Rent required to be paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total amount of monthly installments of Percentage Rent actually paid by Concessionaire to either Sublandlord or the Port Authority, respectively, or both during any Annual Period exceeds the total amount of Percentage Rent required to be paid by Concessionaire for such Annual Period, Sublandlord and the Port Authority shall respectively, as the case may be, credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively, including the next monthly payment(s) of Rent due from Concessionaire to Sublandlord or the Port Authority, as the case may be. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit within thirty (30) days after the termination or expiration of this Sublease. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section and Sections 3.05 and 3.06.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately

following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made by mail to JetBlue Airways Corporation, 19 Old Kings Highway South, Darien, Connecticut 06820, Attn: Accounts Payable, or via the following wire transfer instructions:

Bank: Citibank N.A.
ABA Number: 021000089
Account Number:

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

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

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

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's offices identified

in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

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

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts

of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port

Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts, by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The

internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings. If Concessionaire fails to provide such as-built drawings in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord or the Port Authority of the rights granted under this paragraph entitle Concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, (ii) the Initial Buildout Costs, and (iii) all Mid-Term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the eighth (8th) anniversary of the Rent Commencement Date as result of a Discretionary Revocation under Section 25.18 or for any other reason other than (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment, except to the extent expressly provided for in Section 14.01(g).

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due to Concessionaire, arising from or related to a termination or expiration of the Sublease as described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost

profits, revenues, or punitive, consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Buildout Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell retail merchandise to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell the items listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may from time to time be amended by Sublandlord. Concessionaire must submit a written request for such changes to the Sublandlord Concession Manager for review and Concessionaire must receive written authorization from the Sublandlord Concession Manager before menu items may be added or prices may be increased.

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease

new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire 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 consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Lease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply

with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

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

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation. Concessionaire hereby represents, warrants, and covenants as follows:

(a) Concessionaire was selected as a Airport Concessions Disadvantaged Business Enterprise (an "ACDBE"), and its subtenancy under this Sublease is subject to the provisions of this Section and the requirements set forth in Exhibit H attached hereto.

(b) Concessionaire shall use the Concessionaire Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 23, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(c) Concessionaire is now, or will be prior to the Operational Commencement Date, qualified as an ACDBE to the extent and by virtue of Certificate PA-3641 dated February 10, 2006 and issued by the Port Authority, and shall, at all times during the Term, maintain its status and qualification as such pursuant to the requirements set forth in this Section and Exhibit H attached hereto. Notwithstanding the foregoing, following the initial certification of Concessionaire as an ACDBE by the Port Authority, and although Concessionaire intends to remain so certified, Sublandlord acknowledges and agrees that if Concessionaire fails to maintain its status as a certified ACDBE by the Port Authority at any time during the Term of this Sublease due to Concessionaire no longer meeting the statutory or regulatory requirements of ACDBE total gross receipts or the statutory or regulatory ACDBE personal net worth requirements, such failure shall not be considered a default by Concessionaire under the terms and provisions of this Sublease so long as such failure does not preclude Sublandlord from satisfying any ACDBE requirements applicable to Sublandlord.

(d) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any ACDBE provisions in this Sublease, Sublandlord and the Port Authority may take appropriate action to enforce compliance, or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from either Sublandlord or the Port Authority, Sublandlord or the Port Authority, as the case may be, shall have the right to terminate this Sublease and the letting hereunder, and with respect to any such termination by the Port Authority such termination shall have the same force and effect as a revocation of the Consent, or Sublandlord and the Port Authority may pursue such other remedies as may be provided by law.

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall remain open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least the last actual departure at the Master Lease Premises on such day. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation. The minimum hours of operation for the first ninety (90) days following the Operational Commencement Date shall be as follows:

Minimum Hours of Operation

(Table to be completed with the minimum hours of operation for each unit included in Concessionaire Premises per the RFP or Proposal, whichever are longer):

Unit	Minimum Hours of Operation
27CC	5:00 am to 10:30 pm, Daily
The following units must be open and ready to serve customers when the security screening checkpoint opens.	

After the first ninety (90) days following the Operational Commencement Date of each specific location constituting part of the Concessionaire Premises, the hours of operation may be changed upon submittal of a specific and substantiated request by Concessionaire and receipt of prior written approval from Sublandlord.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as

approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandise. Concessionaire shall sell the items listed in Exhibit E in the designated locations. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the

foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

(e) Notwithstanding the provisions of this Section, so long as Concessionaire's prices for Ron Jon apparel and merchandise are identical to the prices for identical items in other Ron Jon stores at non-airport locations, Concessionaire shall not be deemed to be in breach of the "Street Pricing" requirements set forth in this Section with respect thereto..

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer a 20% discount on the price of all products and merchandise, excluding reading material and tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the

Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement

and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

(d) Sublandlord agrees to use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Concessionaire and the Other Concessionaires in connection with their respective businesses.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be

subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Mid-Term Refurbishment.

(a) Prior to the last one hundred eighty (180) days of the fourth anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first ninety (90) days after the fourth anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such refurbishments shall be a minimum of Forty-Eight Thousand Seven Hundred Fifty and 00/100 Dollars ($48,750.00). All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease. Notwithstanding anything in this Section to the contrary, upon the written request of Concessionaire, Sublandlord may in its sole discretion waive the Mid-Term Refurbishments requirement if Sublandlord is satisfied that the Concessionaire Premises is in a first-class and "as new" condition and otherwise in keeping with the then current standards established by Sublandlord from time to time for concessions in the Master Lease Premises.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on

carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and Other Concessionaires similarly situated.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within fifteen (15) days after the filing thereof, cause such lien to be

released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to

Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$5,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Host Liquor Liability	$5,000,000 OCC
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	100% of Replacement Value of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by

insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Unless otherwise agreed to, prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay the construction deposit to Sublandlord as detailed in Section 6.09 of the Tenant Design Manual.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines,

environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises.

Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the

Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire

Premises or a breach or default of Concessionaire's obligations under this Section. If so directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an

agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, such transfer shall not be deemed a breach of this Section, provided that Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs, provided, further, that Sublandlord shall reimburse Concessionaire for Fifty Percent (50%) of its Unamortized Capital Investment as a result of any such termination.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of

Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. If a portion of the Concessionaire Premises is untenantable, or operation of the remainder of the Concessionaire Premises is not commercially feasible, as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire fails to so complete the repairs and restoration within sixty (60) days following the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, then Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire so completes such repairs and restoration and is ready to re-open for business to the public, which liquidated damages shall be payable upon demand, provided that if Concessionaire is unable to complete the necessary repairs and restoration required hereby within one hundred eighty (180) days following the commencement thereof, due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Total Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is totally destroyed or damaged by fire or other casualty or so damaged as to remain untenantable for more than sixty

(60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until (i) such space is repaired and restored, (ii) such space is temporarily replaced with other space reasonably sufficient to allow Concessionaire to operate, if such space is reasonably available, or (iii) this Sublease terminates, as the case may be, all in accordance with this Section. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In either such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire during any repair or restoration period or upon a termination of this Sublease as set forth above.

(c) Notwithstanding anything in this Sublease to the contrary, if the entire Master Lease Premises or a substantial portion thereof is destroyed or damaged and is, as a result thereof, not in use for commercial flight operations, rent for the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until such space is repaired, restored and re-opened, such abatement to be given in accordance with this Section, provided that if such space is not repaired, restored and re-opened within two hundred seventy (270) days, Concessionaire shall have the right to terminate this Sublease upon thirty (30) days' prior written notice.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord and the Port Authority immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire

Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within fifteen (15) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps-necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire a five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole

discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the

amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of

Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in

addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall

be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

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

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

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

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or

more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord (a) the right to list Concessionaire's name on its website, and (b) a non-exclusive license to use Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port

Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a similar or better layout as the Concessionaire Premises, as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business. Upon receipt of such notice, Concessionaire shall have the right, by written notice to Sublandlord given no later than fifteen (15) days after receipt of Sublandlord's initial notice, to notify Sublandlord of its desire to terminate this Sublease if such substitution shall occur, whereupon Sublandlord shall elect, by written notice given no later than fifteen (15) days after receipt of Concessionaire's notice, to (x) withdraw its

notice of substitution, or (y) accept Concessionaire's termination. Any such termination in accordance with the foregoing shall become effective on the effective date established for the substitution in Sublandlord's initial notice, and upon such termination Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of such effective date, in accordance with Section 5.04. Concessionaire's failure to notify Sublandlord of its desire to terminate this Sublease pursuant to this Section shall be deemed its acceptance of the substitution, whereupon, as of the effective date thereof:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises, provided that Concessionaire shall have the right to relocate and reinstall its furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Substitution Space, provided, further, that Concessionaire shall not be required to move into the Substitution Space or vacate and surrender possession of the original Concessionaire Premises until the Substitution Space is ready for occupancy and operations; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such

materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant

Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until the Port Authority grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

(a) Concessionaire hereby represents and warrants to Sublandlord and the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Concessionaire is not, and shall not become, a person or entity with whom Sublandlord or the Port Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with such persons or entities. Concessionaire acknowledges that Sublandlord is entering into this Sublease, and the Port Authority is entering into the Consent, in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Sublandlord to enter into and execute this Sublease and the Port Authority to enter into and execute the Consent. In the event of any breach of any of the foregoing representations and warranties by Concessionaire, Sublandlord shall have the right, in addition to any and all other remedies provided under this Sublease or at law or in equity, to immediately terminate this Sublease upon written notice to the Concessionaire, and the Port Authority shall have the right, in addition to any and all other remedies provided under the Consent or at law or in equity, to immediately revoke the Consent upon written notice to the Concessionaire. Concessionaire further acknowledges that there shall be no cure for such a breach. In the event of any such termination by Sublandlord or revocation

by the Port Authority, Concessionaire shall, immediately on receipt of Sublandlord's termination notice or the Port Authority's revocation notice, cease all use of and operations permitted under this Sublease and surrender possession of the Concessionaire Premises to Sublandlord without Sublandlord being required to resort to any other legal process. Termination or revocation on the aforedescribed basis shall be deemed a termination or revocation for cause.

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

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

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) business days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis, except as expressly provided otherwise in this Sublease.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

Stellar Partners, Inc.
5402 Beaumont Center Boulevard, Suite 108
Tampa, Florida 33634
Attention: Susan H. Stackhouse, CEO

With a copy to:

Jacobs & Dembert, P.A.
One South Street, Suite 1910
Baltimore, Maryland 21202
Attention: James S. Jacobs, Esq.

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. In the event of any litigation or arbitration between Sublandlord and Concessionaire, and if Sublandlord shall substantially prevail on any of its claims, defenses or counterclaims therein, or substantially defeat or cause the dismissal (with or without prejudice) or severance of any claim, defense or counterclaim advanced by Concessionaire, then Concessionaire shall be liable to and shall pay to Sublandlord, Sublandlord's reasonable attorneys' fees and expenses in connection therewith, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding. This obligation shall survive the expiration or earlier termination of this Sublease, and shall apply to any proceeding in which Sublandlord seeks recovery (including judgment for liability, and all efforts to collect thereon) of damages under Article XVII.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release.

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then, provided that no Event of Default has occurred, Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having an office within the Port of New York District at which a letter of credit may be presented for drawing, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of Thirty-Two Thousand Five Hundred and 00/100 Dollars ($32,500.00)

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount set forth in the Consent. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be

provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name: RICHARD SMYTH
Title: VICE PRESIDENT REDEVELOPMENT

STELLAR PARTNERS, INC. dba Ron Jon Surf Shop

By: _____
Name:
Title:

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

STELLAR PARTNERS, INC. dba Ron Jon Surf Shop

By: Susan H. Stackhouse
Name: SUSAN H. STACKHOUSE
Title: CEO

EXECUTION

COPY

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

STELLAR PARTNERS, INC. dba Ron Jon Surf Shop, Concessionaire

Dated as of September 29, 2008

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	Approximate Sq. Ft.	Location
Leasable Concession Space		
27CC	915	JFK T5 – Center Core, Post-Security
Leasable Office and Storage Space		

EXHIBIT B

RESERVED

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

As set forth in TAA #Y-8086.

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

Merchandise Description	Retail
Men's Assortment	
Men's T-shirts	$18-$54
Men's Polo's and Woven Tops	$36-$65
Men's Fleece & Jackets	$30-$88
Men's Boardshorts	$25-$78
Men's Bottoms	$38-$78
Ladies' Assortment	
Ladies Tops	$18-$48
Ladies Bottoms	$12-$54
Ladies Fleece & Jackets	$34-$78
Ladies Fashion	$32-$80
Youth Assortment	
Girls Tops	$10-$38
Girls Bottoms	$12-$46
Girls Fleece & Jackets	$28-$48
Girls Fashion	$24-$58
Boys Tops	$10-$48
Boys Bottoms	$24-$64
Boys Fleece & Jackets	$28-$64
Accessories Assortment	
Bags, Backpacks, Shoulder Bags	$10-$72
Footwear	$12-$54
Headwear	$10-$40
Jewelry	$5-$25
Luggage	$60-162
Novelties - Décor	$10-$50
Novelties - Souvenirs	$4-$25
Novelties - Toys, Skateboards	$4-$200
Sunglasses	$6-$200
Surfing, Skateboarding DVD's	$15-$50
Surfing, Skateboarding Magazines & Books	$4-$25
Travel Blankets	$13
Travel Pillows	$20
Novelties - Electronic Accessories	$30-$100
Wallets, Belts, Socks	$6-$40

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises:

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

ATM's

Hotel, motel, or ground transportation reservation information

Food and beverages of any kind

Wi-Fi services

Newspapers and magazines, other than skateboard and surfing magazines carried in other Ron Jon Surf Shops located in the United States

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

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

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H
(Schedule G to the Consent)

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint 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 Concessionaire in its performance of the Sublease, Concessionaire shall use, to the maximum extent feasible and consistent with 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, 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.

ARTICLE XXVI. 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 (as may be increased by inflation, as provided in applicable Federal Regulations) and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management

and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the 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 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.

Concessionaire's breach of its obligations under 49 CFR Part 23 shall be a default by Concessionaire and shall entitle the Port Authority to exercise all of its contractual and legal remedies including revocation of the Consent.

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

RESERVED

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease.. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a

suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about August 6, 2007, as amended.

(For the Port Authority)

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

On the 20TH day of APRIL in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notary seal and stamp)

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

(For JetBlue Airways Corporation)

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

On the 22nd day of December in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared George Sarner

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.

(notary seal and stamp)

MITCHELL J. NADLER
Notary Public, State of New York
No. 02NA6080750
Qualified in New York County
Commission Expires 09/23/20 10

(For the Lessee)

STATE OF FLORIDA)
)ss:
COUNTY OF HILLSBOROUGH)

On the 4 day of NOV in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared SUSAN H STACKHOUSE
SPRING M CICCARELLO

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.

Deborah Ann Trested
(notary seal and stamp)

Deborah Ann Trested
My Commission DD370570
Expires December 28, 2009

CONSENT TO SUBLEASE AGREEMENT

among

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

JETBLUE AIRWAYS CORPORATION
(Lessee)

and

MUJI U.S.A. LIMITED d/b/a MUJI
(Sublessee)

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

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-818
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of September 18, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **MUJI U.S.A. LIMITED**, dba Muji, ("*Sublessee*"), a corporation organized and existing under the laws of the State of Delaware, with an office and place of business at 250 West 39th Street, Suite 605, New York, New York 10018, whose representative is Hiroyoshi Azami, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

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

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

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained,

shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Without limiting the generality of subparagraph (a), above, and notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Section 2.04, "Delivery of Premises; Concessionaire's Work Generally" – In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(2) For avoidance of doubt, in the Sublease definitions of Port Authority Share and Sublandlord Share, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease).

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

5. Required Port Authority Consent. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the

Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph.

8. Compliance with Laws.

The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by

the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee as a limited liability entity), managers (in their capacity as managers of the Sublessee as is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has

agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

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

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at

any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

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

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to

the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs.

Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices.

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

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

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

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

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

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

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

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

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

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

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

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

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

18. Inspection.

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

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

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

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the

Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

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

22. Business Development and Records:

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

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

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records

and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An "Affiliate" with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

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

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

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

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

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

(c) Without implying any limitation on the rights or remedies of the Port Authority or of the Airline under this Consent or otherwise including without limitation the right of the Port Authority to revoke this Consent for cause for breach of any term or provision of paragraphs

(a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then the Sublessee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

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

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

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

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) With respect to the letter of credit as security for the Port Authority, in connection with the Sublease, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Fifteen Thousand Seven Hundred Dollars and No Cents ($15,700.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

26. Third Party Beneficiary; Enforcement.

The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport.

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

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances, including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee, subject to applicable laws and regulations.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1)

evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations regarding human resources and employment matters, to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law.

Anything in the Sublease to the contrary notwithstanding, the effect and meaning of this Consent and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

30. No Personal Liability.

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

31. Entire Agreement; Amendment.

This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Karen Eastman

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: [signature]

[redacted]e): Asst Director CCCAS

(Seal)

ATTEST:

[signature]

Secretary

[redacted]JI U.S.A. LIMITED

By: Hiroyoshi Azumi

(Printed Name): Hiroyoshi Azumi

(Title) President

(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By: [signature]

(Printed Name): George Sauer

(Title) Vice President

(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
MJ	SB

gwe

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

$47.78 [illegible] / [illegible] PA

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed ~~$30~~million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:

[Insert Name of Company]

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

MUJI U.S.A. LIMITED dba Muji, Concessionaire

Dated as of September __, 2008

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of September __, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and MUJI U.S.A. LIMITED, a Delaware corporation dba Muji having an office at 250 West 39th Street, Suite 605, New York, New York 10018 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, as set forth in a written notice to Concessionaire.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (a),

(b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

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

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

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

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof.

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) the day preceding the eighth (8th) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are

subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed , given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products, to its employees, if separately stated, and limited in amount to not more thar of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed), required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more thar of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by

means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

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

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays,

inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth in Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than September 22, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concessionaire Premises, subject to the limitations set forth in Article VI of this Sublease: (i) The sale at retail of merchandise items falling into the following categories – stationery (30%); health and beauty products, including some towels and cushions (20%), luggage and bags (15%), house wares (15%), apparel (10%), electronics and gifts (10%) – and including but not limited to the following products – notebooks, staplers, sketch books, pens, pencils, and colored stickies; bags such as knapsacks, rucksacks, pocketable shopping bags, shoulder bags, and briefs; nail files, eyebrow combs, lip brushes, sponges, wet tissues, hair brushes, and toiletry cases; portable mirrors, pill cases, mini-calculators, wall mounted CD players, mini-speakers, and city in the bag series, including New York City in the bag; (ii) general and administrative offices (office portions of the Concession Premises only); and (iii) storage (storage portions of the Concession Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

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

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to

the public in the Concessionaire Premises, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has

been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Buildout Costs, using straight line amortization over an eight (8) year period beginning on the Rent Commencement Date, calculated on a daily basis using a 365 day year.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term. The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than eight (8) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term (a) without cause upon not less than ninety (90) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until September 22, 2008 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES

THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after January 1, 2009 (the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to January 1, 2009, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one

Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

(d) The Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date shall be based on enplaned passenger projections of enplanements (the "Estimated Year 1 Enplanements"). Notwithstanding the foregoing, if on the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, the Minimum Annual Guarantee is less than the Minimum Annual Guarantee shall automatically increase to an amount equal to plus annual escalations through such date as though was the Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date, and the Monthly MAG Payment shall be adjusted accordingly, and thereafter the Minimum Annual Guarantee shall escalate on an annual basis in accordance with the escalation formulas set forth in the definition of Minimum Annual Guarantee above. Such determination of the change in enplanements shall be made by Sublandlord in good faith and set forth in a notice to Concessionaire.

SECTION 3.02 Reconciliation. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any Annual Period exceeds the total Rent due and owing for such Annual Period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively. Notwithstanding the

foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment and the Monthly Office/Storage Rent, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an

Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, and subject to any

applicable notice and cure period, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made by mail to JetBlue Airways Corporation, 19 Old Kings Highway South, Darien, Connecticut 06820, Attn: Accounts Payable, or via the following wire transfer instructions:

Bank: Citibank N.A.
ABA Number: 021000089
Account Number:

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

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

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

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without

limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

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

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port

Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than ninety (90) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this

Sublease. Such statement shall also contain a list of the Gross Receipts, by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair

any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or

improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings. If Concessionaire fails to provide such as-built drawings in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord or the Port Authority of the rights granted under this paragraph entitle Concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by

Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of One Hundred Seventy-Eight Thousand Eight Hundred Dollars ($178,800) (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, (ii) the Initial Buildout Costs, and (iii) all Mid-Term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the eighth (8th) anniversary of the Rent Commencement Date as result of a Discretionary Revocation under Section 25.18 or for any other reason other than (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment.

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due to Concessionaire, arising from or related to a termination or expiration of the Sublease as described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive, consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Buildout Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell retail merchandise and services to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell the items listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may

from time to time be amended by Sublandlord. Concessionaire must submit a written request for such changes to the Sublandlord Concession Manager for review and Concessionaire must receive written authorization from the Sublandlord Concession Manager, not to be unreasonably withheld, before menu items may be added or prices may be increased.

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the

Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire 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 consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Lease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as

to any or all the foregoing, the Port Authority may take such action as the United States may direct.

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

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Intentionally Omitted.

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall remain open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least the last actual departure at the Master Lease Premises on such day. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation. The minimum hours of operation for the first ninety (90) days following the Operational Commencement Date shall be as follows:

Minimum Hours of Operation

(Table to be completed with the minimum hours of operation for each unit included in Concessionaire Premises per the RFP or Proposal, whichever are longer):

Unit	Minimum Hours of Operation
35CC	5:00 am to 10:30 pm, Daily
The following units must be open and ready to serve customers when the security screening checkpoint opens.	

After the first ninety (90) days following the Operational Commencement Date of each specific location constituting part of the Concessionaire Premises, the hours of operation may be changed upon submittal of a specific and substantiated request by Concessionaire and receipt of prior written approval from Sublandlord.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandising Plan. Concessionaire shall sell the items listed in Exhibit J in the designated locations, also listed in Exhibit J. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, not to be unreasonably withheld, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within five (5) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area (or such lesser number as may actually exist in such areas) that sell the item and are comparable in concept, size, and quality to the

Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer a 20% discount on the price of all products and merchandise,

excluding reading material and tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar

jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls,

provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord except in the case of maintenance or repair necessited by the gross negligence or willful misconduct of Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be

subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Mid-Term Refurbishment.

(a) Prior to the last one hundred eighty (180) days of the third anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first ninety (90) days after the third anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such refurbishments shall be a minimum of Sixty Dollars ($60) per square foot of Concessionaire Premises. All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire

certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute a Tenant Services Agreement in substantially the form of Exhibit M attached hereto and such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within two (2) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within twenty (20) days after knowledge or notice thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the

amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire

shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$5,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Host Liquor Liability	Not Applicable
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	100% of Replacement Value of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Unless otherwise agreed to, prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay the construction deposit as detailed in Section 6.09 of the Tenant Design Manual.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount

clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of forty-five (45) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any

breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease beyond applicable notice and cure periods. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at

its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said

Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be

deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire (i) is a corporation or limited liability company whose stock or membership interests, as the case may be, are publicly traded on a national securities exchange or on the "over-the-counter" market, and (ii) fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, then Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs, provided that Sublandlord shall have no obligation to reimburse Concessionaire for its Unamortized Capital Investment as a result of any such termination.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square

footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Total Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is totally destroyed or damaged by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until (i) such space is repaired and restored, (ii) such space is temporarily replaced with other space reasonably sufficient to allow Concessionaire to operate, if such space is reasonably available, or (iii) this Sublease terminates, as the case may be, all in accordance with this Section. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense,

unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In either such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire during any repair or restoration period or upon a termination of this Sublease as set forth above.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord and the Port Authority immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within twenty (20) days after knowledge or notice of the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within

sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire a five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire

and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after three (3) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or

assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include,

but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

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

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

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

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord (a) the right to list Concessionaire's name on its website, and (b) a non-exclusive license to use Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a

similar or better layout as the Concessionaire Premises, as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than seventy-five (75) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business, whereupon, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease

Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or

agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until the Port Authority grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

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

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and

expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

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

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within twenty (20) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and

remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

Muji U.S.A. Limited
250 West 39th Street, Suite 605
New York, New York 10018
Attention: Mr. Hiroyoshi Azami, President

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. In the event of any litigation or arbitration between Sublandlord and Concessionaire, and if Sublandlord shall substantially prevail on any of its claims, defenses or counterclaims therein, or substantially defeat or cause the dismissal (with or without prejudice) or severance of any claim, defense or counterclaim advanced by Concessionaire, then Concessionaire shall be liable to and shall pay to Sublandlord, Sublandlord's reasonable attorneys' fees and expenses in connection therewith, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding. This obligation shall survive the expiration or earlier termination of this Sublease, and shall apply to

any proceeding in which Sublandlord seeks recovery (including judgment for liability, and all efforts to collect thereon) of damages under Article XVII.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release.

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then, provided that no Event of Default has occurred, Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of Fifteen Thousand Seven Hundred Thirty-Eight and 00/100 Dollars (such amount shall representing Sublandlord's Share of the Monthly MAG Payment due during the year commencing on the Monthly MAG Commencement Date multiplied by six (6)). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount set forth in the Consent. The form and terms of such letter of credit, as

well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within three (3) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port

Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the

Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name: Georg Salzer
Title: Vice President CRE

MUJI U.S.A. LIMITED dba Muji

By: _____
Name:
Title:

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

MUJI U.S.A. LIMITED dba Muji

By: Hiroyoshi Azami
Name: Hiroyoshi Azami
Title: President

COPY

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

MUJI U.S.A. LIMITED dba Muji, Concessionaire

Dated as of September 18, 2008

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	**Approximate Sq. Ft.**	**Location**
Leasable Concession Space		
35CC	596	JFK T5 – Center Core, Post-Security
Leasable Office and Storage Space		

EXHIBIT B

RESERVED

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

As set forth in TAA #Y-8083.

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

[Concessionaire's Product and Price List by Location and Category,
as proposed by Concessionaire and accepted by Sublandlord]

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JAN	Description		Price
4548076993254	OUTDOOR NAPSACK	Black	$68.25
4548076993247	FOLDABLE RUCKSACK BLACK	Black	$40.50
4548076677840	DOUBLE POCKET BOSTON L BLACK	BLACK	$76.75
4548076677888	DOUBLE POCKET BOSTON S BLACK	BLACK	$48.75
4548076863458	BELLOWS BRIEF BAG BLACK	BLACK	$48.75
4548076863588	OUTDOOR 2WAY SHOULDER	BLACK	$34.95
4548076993216	FOLDABLE SHOULDER BROWN	Brown	$34.95
4548076993223	FOLDABLE SHOULDER BLACK	Black	$34.95
4548076993155	FOLDABLEBOSTON L BROWN	Brown	$48.75
4548076993186	FOLDABLEBOSTON S BLACK	Black	$40.50
4548076993087	DBL PCKT BUSINESS BRIEF BAG B4	BLACK	$68.25
4945247309331	OUTDOOR FULL COVER MINI SHOULDER BAG	Black	$26.50
4548076993162	FOLDABLEBOSTON L BLACK	Black	$48.75
4548076993179	FOLDABLEBOSTON S BROWN	Brown	$40.50
4945247309355	OUTDOOR HIPBAG	Black	$34.95
4548076677864	DOUBLE POCKET BOSTON M BLACK	BLACK	$68.25
4548076993230	FOLDABLE RUCKSACK BROWN	Brown	$40.50
4945247340075	A3 ZIP BRIEF BAG W/DET DOC BAG	BLACK	$68.25
4945247166118	NYLON SHOPPING POCKETABLE BAG S	KHAKI	$7.25
4945247166125	NYLON SHOPPING POCKETABLE BAG S	BLACK	$7.25
4945247166132	NYLON SHOPPING POCKETABLE BAG L	KHAKI	$9.75
4945247166149	NYLON SHOPPING POCKETABLE BAG L	BLACK	$9.75
4945247437843	NYLON SHOPPING PCKTBL S GRAY		$7.25
4945247437850	NYLON SHOPPING PCKTBL S BRGNDY		$7.25
4945247437867	NYLON SHOPPING PCKTBL S MUSTRD		$7.25
4945247437874	NYLON SHOPPING PCKTBL L GRAY		$9.75
4945247437881	NYLON SHOPPING PCKTBL L BRGNDY		$9.75
4945247437898	NYLON SHOPPING PCKTBL L MUSTRD		$9.75

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Dept	JAN	Description	Price
114	4547315094233	SHAMPOO MASSAGE BRUSH	$5.50
114	4547315133390	PORTABLE NYLON WASHCLOTH	$4.95
114	4547315133475	NYLON MAKEUP STORAGE BOX MINI	$19.50
114	4547315176045	BATH MESH SPONGE	$3.50
114	4547315188482	HAIR TURBAN WIDE	$6.75
114	4547315188499	HAIR TURBAN	$5.50
114	4547315276738	FOLDING NAIL FILER	$3.50
114	4547315276752	PERFUME ALUMINUM ATOMIZER	$10.50
114	4547315296064	ALUMINUM PORTABLE MIRROR ROUND TYPE	$4.25
114	4547315296095	ALUMINUM FOLDING MIRROR	$8.50
114	4547315296101	ALUMINUM FOLDING MIRROR	$6.50
114	4547315296118	ALUMINUM FOLDING MIRROR	$12.75
114	4547315296125	STYROL FOLDING MIRROR	$4.95
114	4547315296132	STYROL FOLDING MIRROR	$3.50
114	4547315296149	STYROL FOLDING MIRROR	$7.25
114	4547315298051	LIP BRUSH LARGE	$7.25
114	4547315298068	LIP BRUSH SMALL	$5.75
114	4547315302963	HAIR CLIP SMALL	$2.25
114	4547315302970	HAIR CLIP SMALL	$2.25
114	4547315383528	PORTABLE ALUMINUM FACE BRUSH	$22.50
114	4547315383535	PORTABLE ALUMINUM CHEEK BRUSH	$19.50
114	4547315524631	FACE MESH SPONGE	$2.25
114	4547315570362	FINE STEM COTTON BUD	$3.50
114	4547315570379	COTTON BUD	$2.25
114	4547315570393	COTTON BUD	$1.25
114	4548076004882	TOOTH BRUSH CLEAR ROUND TYPE	$3.50
114	4548076004899	TOOTH BRUSH CLEAR FLAT TYPE	$2.75
114	4548076004905	TOOTH BRUSH GREEN ROUND TYPE	$3.50
114	4548076004912	TOOTH BRUSH GREEN FLAT TYPE	$2.75
114	4548076004936	ACRYLIC CUP (S)	$4.75
114	4548076054740	ACRYLIC CUP (M)	$5.50
114	4548076099635	HARD NYLON WASHCLOTH WITH BROWN RING	$3.95
114	4548076099642	SOFT NYLON WASHCLOTH WITH GREY RING	$3.95
114	4548076103240	NAIL BUFFER	$2.75
114	4548076103257	NAIL FILE / HARD	$3.25
114	4548076103264	NAIL FILE / SOFT	$3.25
114	4548076105442	ACRYLIC EYEBROW COMB	$5.50
114	4548076105459	ACRYLIC EYE SHADOW BRUSH	$7.95
114	4548076105466	REFILLABLE ACRYLIC EYE SHADOW APPLICATOR	$5.50
114	4548076105473	ACRYLIC LIP BRUSH	$5.50
114	4548076105480	ACRYLIC CHEEK BRUSH	$17.25
114	4548076105497	ACRYLIC FACE BRUSH	$19.95
114	4548076105503	WOODEN EYE BROW COMB	$7.95
114	4548076105510	EYE SHADOW BRUSH	$10.75
114	4548076105527	REPLENISHABLE EYE SHADOW APPLICATOR	$7.95
114	4548076105534	WOODEN LIP BRUSH	$7.95

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Dept	JAN	Description	Price
114	4548076105541	CHEEK BRUSH	$23.95
114	4548076105558	FACE BRUSH	$37.25
114	4548076105565	POWDER BRUSH	$50.50
114	4548076152972	WOODEN HANDLE GROOMING BRUSH LARGE	$11.95
114	4548076152989	WOODEN HANDLE GROOMING BRUSH SMALL	$9.95
114	4548076152996	STYLING BRUSH SMALL	$8.75
114	4548076153009	STYLING BRUSH LARGE	$9.95
114	4548076170235	FOUNDATION CASE / MULTI-USE	$11.95
114	4548076170242	EYE SHADOW CASE / MULTI-USE	$9.50
114	4548076170259	REFILL TIP FOR WOODEN HANDLE EYE SHADOW APPLICAT	$4.25
114	4548076187172	NYLON HARD MESH CASE	$4.75
114	4548076187189	NYLON HARD MESH CASE	$4.25
114	4548076187196	NYLON HARD MESH CASE	$4.25
114	4548076187202	NYLON HARD MESH CASE	$3.50
114	4548076187219	NYLON HARD MESH CASE	$4.75
114	4548076187226	NYLON HARD MESH CASE	$4.25
114	4548076187233	NYLON HARD MESH CASE	$4.25
114	4548076187240	NYLON HARD MESH CASE	$3.50
114	4548076436515	SPA POUCH LARGE	$9.95
114	4548076446088	PORTABLE EYEGLASS CLEANER	$1.25
114	4548076669005	HAIR RUBBER RING THICK	$1.25
114	4548076669012	HAIR RUBBER RING THIN	$2.75
114	4548076669029	HAIR RUBBER RING THIN	$2.75
114	4548076669050	HAIR PIN LARGE	$1.50
114	4548076669067	HAIR PIN BLK S	$1.50
114	4548076669074	HAIR PIN LARGE	$1.50
114	4548076669081	HAIR PIN BROWN S	$1.50
114	4548076694991	NYLON MESH HARD CASE	$4.25
114	4548076695004	NYLON MESH DOUBLE ZIPPER CASE	$5.50
114	4548076695011	NYLON MESH HARD CASE	$5.50
114	4548076695028	NYLON MESH HARD CASE	$4.75
114	4548076695042	NYLON MESH DOUBLE ZIPPER CASE	$7.95
114	4548076695059	NYLON MESH DOUBLE ZIPPER CASE	$6.75
114	4548076695073	NYLON DOUBLE MESH CASE	$7.95
114	4548076695080	NYLON DOUBLE MESH CASE	$6.75
114	4548076695103	NYLON DOUBLE MESH CASE	$5.50
114	4548076695110	NYLON DOUBLE MESH CASE	$4.75
114	4548076695172	WALL HANGING NYLON FOLDING TOILETRY CASE	$23.95
114	4548076695189	WALL HANGING NYLON TOILETRY BOX	$19.95
114	4548076695196	WALL HANGING NYLON FOLDING TOILETRY CASE	$23.95
114	4548076695202	WALL HANGING NYLON TOILETRY BOX	$19.95
114	4548076695219	TRAVEL ORGANIZER	$11.95
114	4548076695226	TRAVEL ORGANIZER	$7.50
114	4548076695233	TRAVEL ORGANIZER WITH DOUBLE POCKET	$9.95
114	4548076695240	TRAVEL ORGANIZER	$6.25
114	4548076695257	TRAVEL ORGANIZER WITH DOUBLE POCKET	$7.95

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Dept	JAN	Description	Price
114	4548076695264	TRAVEL ORGANIZER	$11.95
114	4548076695271	TRAVEL ORGANIZER	$7.50
114	4548076695288	TRAVEL ORGANIZER WITH DOUBLE POCKET	$9.95
114	4548076695295	TRAVEL ORGANIZER	$6.25
114	4548076695301	TRAVEL ORGANIZER WITH DOUBLE POCKET	$7.95
114	4548076695318	NYLON PURSE LARGE	$9.50
114	4548076695325	NYLON PURSE SMALL	$5.50
114	4548076695332	ORGANIZER BAG	$10.75
114	4548076695370	NYLON COSMETIC CASE	$15.95
114	4548076695387	NYLON COSMETIC CASE	$11.95
114	4548076695394	NYLON COSMETIC POUCH WITH HANDLE	$10.75
114	4548076695400	NYLON COSMETIC POUCH MINI WITH MIRROR	$7.95
114	4548076710691	HAIR RUBBER RING THICK	$1.25
114	4548076711261	NECK CUSHION SET WITH COTTON JERSEY COVER	$9.95
114	4548076711322	NYLON DOBBY PASSPORT CASE	$19.95
114	4548076711339	NYLON DOBBY PASSPORT CASE	$19.95
114	4548076737094	FOLDING MIRROR WITH WINDOW	$4.25
114	4548076739845	RECYCLED FACIAL COTTON PADS	$2.25
114	4548076739852	FACIAL COTTON PADS	$1.75
114	4548076739869	FACIAL COTTON PUFF	$1.75
114	4548076739876	RECYCLED FACIAL COTTON PADS LARGE	$4.75
114	4548076742531	PORTABLE HAIRBRUSH	$3.50
114	4548076742548	PORTABLE HAIRBRUSH SLIM TYPE	$2.75
114	4548076742753	PORTABLE CLEANSING SHEETS	$1.75
114	4548076748007	PORTABLE WET TISSUES	$1.25
114	4548076748205	SPONGE PUFF	$3.50
114	4548076748212	LIQUID FOUNDATION SPONGE	$3.50
114	4548076779322	RUBBER BAND FIT TYPE BLACK	$2.25
114	4548076779339	RUBBER BAND FIT TYPE BROWN	$2.25
114	4548076851349	STACKING SUPPLEMENT CASE	$2.50
114	4548076866497	HAIR TURBAN SLIM GRY	$4.75
114	4548076866503	HAIR TURBAN WIDE GREY	$6.25
114	4548076866510	HAIR TURBAN	$5.50
114	4548076866527	HAIR TURBAN WIDE	$6.75
114	4548076871590	COTTON JERSEY PORTABLE SLIPPERS	$9.50
114	4548076871606	COTTON JERSEY PORTABLE SLIPPERS	$9.50
114	4548076871880	WALL HANGING NYLON TOILETRY BOX SMALL	$14.75
114	4548076872092	NYLON PURSE POUCH	$10.75
114	4548076872450	NYLON TOILET SET CASE BOX TYPE S	$14.75
114	4934761510477	PILE HAIR TRUBAN WIDE	$6.75
114	4934761510484	PILE HAIR TRUBAN	$5.50
114	4934761522807	SHOWER BRUSH SOFT	$16.75
114	4934761522821	NAIL BRUSH	$6.75
114	4934761522838	FACE BRUSH	$6.75
114	4934761526737	CUCUMBER SPONGE WITH STRING	$4.95
114	4934761692128	LINEN MIXED OIL-BLOTTING JAPANESE PAPER	$2.25

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Dept	JAN	Description	Price
114	4934761693484	LOOSE POWDER PUFF	$2.50
114	4945247026764	POUCH L	$6.95
114	4945247026771	WATERPROOF POUCH LARGE	$5.75
114	4945247655995	PUMICE STONE	$1.75
114	4945247697681	PP CARRY CASE 1	$1.25
114	4945247697698	PP CARRY CASE 2	$1.75
114	4945247707113	EYE SHADOW APPLICATOR FOR ALUMINUM EYE SHADOW (	$2.25
114	4945247715224	OIL-BLOTTING PAPER	$1.50
114	4945247732658	P.E.T. SCREW CAP BOTTLE	$0.99
114	4945247732665	P.E.T. SCREW CAP BOTTLE	$1.25
114	4945247732672	P.E.T. SCREW CAP BOTTLE	$1.25
114	4945247732689	P.E.T. SCREW CAP BOTTLE	$1.50
114	4945247732696	P.E.T. SPRAY BOTTLE	$2.50
114	4945247732702	P.E.T. SPRAY BOTTLE	$2.95
114	4945247732719	P.E.T. SPRAY BOTTLE	$3.25
114	4945247732726	P.E.T. SPRAY BOTTLE	$3.50
114	4945247732733	P.E.T. FLIP CAP BOTTLE	$0.99
114	4945247732757	P.E.T. FLIP CAP BOTTLE	$1.25
114	4945247732764	P.E.T. FLIP CAP BOTTLE	$1.25
114	4945247732849	P.E.T. PUMP TOP BOTTLE	$3.50
114	4945247732887	PP REFILL TOOL SET	$1.50
114	4945247732894	ACRYLIC PETIT STACKING POT 5 LAYERS	$3.25
114	4945247732900	ACRYLIC STACKING POT SMALL	$1.25
114	4945247732917	ACRYLIC STACKING POT LARGE	$1.25
114	4945247732924	CONNECTABLE STACKING POT SMALL	$0.75
114	4945247732931	CONNECTABLE STACKING POT LARGE	$0.99
114	4945247856422	POCKET TISSUE SOFT TYPE	$0.75
114	4945247903904	URETHANE FOAMED SOAP DISH	$3.50
114	4945247904253	FACE MESH SPONGE	$2.25
114	4945247904260	STYRENE SHOWER BRUSH	$13.75
114	4945247904406	CHEEK BRUSH FOR ALUMINUM EYE SHADOW CASE	$3.50
114	4945247904468	REFILL FOR ACRYLIC EYE SHADOW APPLICATOR	$3.50
114	4945247904475	LOOSE POWDER PUFF	$4.25
114	4945247904482	LOOSE POWDER PUFF	$5.75
114	4945247904598	NYLON MAKE-UP BOX L	$27.95
114	4945247904604	NYLON MAKE-UP BOX S	$22.50
114	4945247972726	NYLON PASSPORT CASE	$13.25

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Dept	JAN	Description		Price
	4547315708390	EGYPTIAN COTTON MINI HAND TOWEL	BG 23×23cm	$3.50
109	4547315708406	EGYPTIAN COTTON MINI HAND TOWEL	KH 23×23cm	$3.50
109	4547315708413	EGYPTIAN COTTON MINI HAND TOWEL	BR 23×23cm	$3.50
109	4547315708420	EGYPTIAN COTTON MINI HAND TOWEL	GR 23×23cm	$3.50
109	4547315708444	EGYPTIAN COTTON MINI HAND TOWEL	BK 23×23cm	$3.50
109	4547315708475	EGYPTIAN COTTON HAND TOWEL	BG 34×35cm	$4.95
109	4547315708482	EGYPTIAN COTTON HAND TOWEL	KH 34×35cm	$4.95
109	4547315708499	EGYPTIAN COTTON HAND TOWEL	BR 34×35cm	$4.95
109	4547315708505	EGYPTIAN COTTON HAND TOWEL	GR 34×35cm	$4.95
109	4547315708529	EGYPTIAN COTTON HAND TOWEL	BK 34×35cm	$4.95
109	4547315708550	EGYPTIAN COTTON FACE TOWEL	BG 34×85cm	$9.25
109	4547315708567	EGYPTIAN COTTON FACE TOWEL	KH 34×85cm	$9.25
109	4547315708574	EGYPTIAN COTTON FACE TOWEL	BR 34×85cm	$9.25
109	4547315708581	EGYPTIAN COTTON FACE TOWEL	GR 34×85cm	$9.25
109	4547315708604	EGYPTIAN COTTON FACE TOWEL	BK 34×85cm	$9.25
109	4547315871490	URETHANE FOAM LOW REPULSION CUSHION	MBE OVAL 45×30cm	$25.25
109	4548076081838	URETHANE FOAM LOW REPULSION CUSHION	OVAL 45×30cm	$25.25
109	4548076081869	URETHANE FOAM LOW REPULSION SEAT CUSHION	CHAC ROUND DIA.36cm	$27.95
109	4548076081876	URETHANE FOAM LOW REPULSION SEAT CUSHION	CHAC SQUARE39×39cm	$32.25
109	4547315707553	URETHANE FOAM LOW REPULSION SEAT CUSHION	MBE ROUND DIA.36cm	$27.95
109	4547315707560	URETHANE FOAM LOW REPULSION SEAT CUSHION	MBE SQUARE39×39cm	$32.25

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises:

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

ATM's

Hotel, motel, or ground transportation reservation information

Food and beverages of any kind

Wi-Fi services

Newspapers and magazines

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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

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

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

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

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment

needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

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

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H

[Intentionally Omitted]

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

MERCHANDISING PLAN

As set forth in Exhibit E.

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease.. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor,

Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL
IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about February 19, 2007, as amended.

EXHIBIT M

FORM OF TENANT SERVICES AGREEMENT

[Intentionally Omitted]

(For the Port Authority)

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

On the 11TH day of MARCH in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notary seal and stamp)

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

(For JetBlue Airways Corporation)

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

On the 22nd day of December in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared George Sauer

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.

(notary seal and stamp)

MITCHELL J. NADLER
Notary Public, State of New York
No. 02NA6080750
Qualified in New York County
Commission Expires 09/23/2010

(For the Lessee)

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

On the 14TH day of NOVEMBER in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared HIROYOSHI AZAMI

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.

Vanessa Ramai
(notary seal and stamp)

Vanessa Ramai
Notary Public State of New York
No. 01RA6150184
Qualified in Queens County
Commission Expires 07/24/2010

Lease No. AYD-822

CONSENT TO SUBLEASE AGREEMENT

among

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

JETBLUE AIRWAYS CORPORATION
(Lessee)

and

XPRESSPA JFK TERMINAL 5, LLC d/b/a XPRESSPA
(Sublessee)

EXECUTION

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

XPRESSPA JFK TERMINAL 5, LLC dba XpresSpa, Concessionaire

Dated as of September __, 2008

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

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-822
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of September 11, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **XPRESSSPA JFK TERMINAL 5, LLC,** dba XpressSpa ("*Sublessee*"), a limited liability company organized and existing under the laws of the State of New York with an office and place of business at 150 East 58th Street, 7th Floor, New York, New York 10155, whose representative is ~~Matthew S. Podell, Esq.~~ Moreton Binn, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*"). gwe 7/18

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

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

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

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained,

shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Section 2.04 "Delivery of Premises; Concessionaire's Work Generally" – In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(2) For avoidance of doubt, in the Sublease definitions of Port Authority Share and Sublandlord Share, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease).

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) (5) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

5. Required Port Authority Consent. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement,

condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph.

8. Compliance with Laws. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by

the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee if it is a limited liability entity), managers (in their capacity as managers of the Sublessee if it is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port

Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

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

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any

time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

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

(b) The Sublessee is subject to the requirements of the U.S. Department of

Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

(i) "*Basic Lease*" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and

the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

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

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

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

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

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

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

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

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

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

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

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

18. Inspection.

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

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

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

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port

Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

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

22. Business Development and Records.

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

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

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall

separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

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

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

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

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

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

(c) Without implying any limitation on the rights or remedies of the Port Authority or of the Airline under this Consent or otherwise including without limitation the right

of the Port Authority to revoke this Consent for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then the Sublessee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

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

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

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

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) With respect to the letter of credit as security for the Port Authority, in connection with the Sublease, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Thirteen Thousand Two Hundred Three Dollars and No Cents ($13,203.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

26. Third Party Beneficiary; Enforcement. The Port Authority is an express and

intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport.

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

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances, including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee, subject to applicable laws and regulations.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing,

work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations regarding human resources and employment matters, to demand from the Sublessee

documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law. Anything in the Sublease to the contrary notwithstanding, the effect and meaning of this Consent and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

30. No Personal Liability. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

31. Entire Agreement; Amendment. This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst. Director, CCAPS

(Seal)

ATTEST:

~~Secretary~~ Senior Vice President

XPRESSPA JFK TERMINAL 5, LLC

By _____

(Printed Name) _____

(Title) ~~(Member/Manager)~~ Chief Executive Officer

(Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By _____

(Printed Name): George Sauve

(Title) Vice President

(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
MY	SB

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

$47.78

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed ~~$30~~million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:	FOR THE UNION:
[Insert Name of Company]	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of September __, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and XPRESSPA JFK TERMINAL 5, LLC, a New York limited liability company dba XpresSpa having an office at 150 East 58th Street, 7th Floor, New York, New York 10155 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, as set forth in a written notice to Concessionaire.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful

death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

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

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

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

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

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

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) the day preceding the eighth (8th) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately

stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed , given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products, to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures,

equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

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

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth in Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than September 22, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concession Premises, subject to the limitations set forth in Article VI of this Sublease: operation of a retail business selling the following services: spa services, including manicures, pedicures, foot, back and neck massages, facials, masking, and waxing, and the following products: soaps, hand and foot massagers, bath and body lotions and oils, nail care products, hair accessories, aromatherapy products such as incense cones, sticks, and candles, bathrobes, socks, travel pillows, and travel blankets; general and administrative offices (office portions of the Concession Premises only); and storage (storage portions of the Concession Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

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

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public in the Concessionaire Premises, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, all the concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Buildout Costs, using straight line amortization over an eight (8) year period beginning on the Rent Commencement Date, calculated on a daily basis using a 365 day year..

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term. The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than eight (8) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term (a) without cause upon not less than sixty (60) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or

cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until September 22, 2008 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the

Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment

for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after January 1, 2009 (the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to January 1, 2009, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

(d) The Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date shall be based on enplaned passenger projections of enplanements (the "Estimated Year 1 Enplanements"). Notwithstanding the foregoing, if on the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, the Minimum Annual Guarantee is less than the Minimum Annual Guarantee shall automatically increase to an amount equal to plus annual escalations through such date as though was the Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date, and the Monthly MAG Payment shall be adjusted accordingly, and thereafter the Minimum Annual Guarantee shall escalate on an annual basis in accordance with the escalation formulas set forth in the definition of Minimum Annual Guarantee above. Such determination of the change in enplanements shall be made by Sublandlord in good faith and set forth in a notice to Concessionaire.

SECTION 3.02 Reconciliation. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any Annual Period

exceeds the total Rent due and owing for such Annual Period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment and the Monthly Office/Storage Rent, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made by mail to JetBlue Airways Corporation, 19 Old Kings Highway South, Darien, Connecticut 06820, Attn: Accounts Payable, or via the following wire transfer instructions:

Bank: Citibank N.A.
ABA Number: 021000089
Account Number:

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

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

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

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port

Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

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

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States

Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement

executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord. Any year-end credit due to Concessionaire following the end of the Term shall be refunded to Concessionaire promptly.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings. If Concessionaire fails to provide such as-built drawings in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord. Notwithstanding the foregoing, Concessionaire shall have the right to play music within the Concessionaire Premises, provided such music (1) is not audible outside the Concessionaire Premises, (2) is of the type customarily played in other XpresSpa locations and is for spa-related purposes (i.e. relaxation), and (3) does not otherwise violate the provisions of Section 6.04.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such

action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord or the Port Authority of the rights granted under this paragraph entitle Concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. This certification reporting and fee restrictions shall also

apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, (ii) the Initial Buildout Costs, and (iii) all Mid-Term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the eighth (8) anniversary of the Rent Commencement Date as result of a Discretionary Revocation under Section 25.18 or for any other reason other than (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment.

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due to Concessionaire, arising from or related to a termination or expiration of the Sublease as described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive, consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Buildout Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or

purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell retail merchandise and services to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell the items listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may from time to time be amended by Sublandlord. Concessionaire must submit a written request for such changes to the Sublandlord Concession Manager for review and Concessionaire must receive written authorization from the Sublandlord Concession Manager before menu items may be added or prices may be increased.

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all

signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it

shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire 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 consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and

use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Lease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may

be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

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

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation. Concessionaire hereby represents, warrants, and covenants as follows:

(a) Concessionaire was selected, in part, for its Airport Concessions Disadvantaged Business Enterprise (an "ACDBE") participation, and its subtenancy under this Sublease is subject to the provisions of this Section and the requirements set forth in Exhibit H attached hereto.

(b) Concessionaire shall use the Concessionaire Premises, and shall keep and maintain the necessary books of account and records, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 23, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(c) Concessionaire currently maintains, or will maintain prior to the Operational Commencement Date, an ACDBE participation of at least Twenty Percent (20%) of Concessionaire's Gross Receipts for each Annual Period throughout the Term of this Sublease. Concessionaire shall, at all times during the Term, maintain its participation as such pursuant to the requirements set forth in this Section and Exhibit H attached hereto. In furtherance of the foregoing:

(i) Any ACDBE participation agreement between Concessionaire and its selected ACDBE shall provide for meaningful involvement of the ACDBE in the activities, management, operations and revenues of the Concessionaire operations. Concessionaire shall provide written quarterly reports to Sublandlord, in form and detail reasonably satisfactory to Sublandlord, as to the ACDBE participation. At any time the ACDBE participation level drops below the established ACDBE participation goal stated in this Section, Concessionaire shall take immediate corrective measures to ensure that the ACDBE participation is increased to the established participation goal. Concessionaire shall provide written reports to the Sublandlord documenting such efforts. For a period of at least six (6) months, Concessionaire shall provide assistance to its ACDBE participants, including administrative support, purchasing, inventory control, and management and marketing techniques; and

(ii) If Concessionaire determines an ACDBE is unwilling or unable to perform satisfactorily under this Sublease, Concessionaire shall immediately replace such ACDBE with another ACDBE, maintaining or exceeding the participation percentage of the substituted ACDBE. Requests for substitutions must be submitted to the Sublandlord and the Port Authority for approval prior to substitution.

(d) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any ACDBE provisions in this Sublease, Sublandlord and the Port Authority may take appropriate action to enforce compliance, or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from either Sublandlord or the Port Authority, Sublandlord or the Port Authority, as the case may be, shall have the right to terminate this Sublease and the letting hereunder, and with respect to any such termination by the Port Authority such termination shall have the same force and effect as a revocation of the Consent, or Sublandlord and the Port Authority may pursue such other remedies as may be provided by law.

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

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall remain open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least the last actual departure at the Master Lease Premises on such day. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation. The minimum hours of operation for the first ninety (90) days following the Operational Commencement Date shall be as follows:

Minimum Hours of Operation

(Table to be completed with the minimum hours of operation for each unit included in Concessionaire Premises per the RFP or Proposal, whichever are longer):

Unit	Minimum Hours of Operation
21SC	5:30 am to 10:30 pm, Daily
The following units must be open and ready to serve customers when the security screening checkpoint opens.	

After the first ninety (90) days following the Operational Commencement Date of each specific location constituting part of the Concessionaire Premises, the hours of operation may be changed upon submittal of a specific and substantiated request by Concessionaire and receipt of prior written approval from Sublandlord.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as

approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandising Plan. Concessionaire shall sell the items listed in Exhibit J in the designated locations, also listed in Exhibit J. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the

foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer a 20% discount on the price of all products and merchandise, excluding reading material and tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager

assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is

determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Mid-Term Refurbishment.

(a) Prior to the last one hundred eighty (180) days of the third anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first ninety (90) days after the third anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such refurbishments shall be a minimum of for the Concessionaire Premises. All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall

immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all

Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute a Tenant Services Agreement in substantially the form of Exhibit M attached hereto and such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within twenty (20) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or

liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties

regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$5,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC

Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Host Liquor Liability	$5,000,000 OCC
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	100% of Replacement Value of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially

reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Unless otherwise agreed to, prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay the construction deposit as detailed in Section 6.09 of the Tenant Design Manual.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall

furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which

Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on

the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of

Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so

directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an

agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire (i) is a corporation or limited liability company whose stock or membership interests, as the case may be, are publicly traded on a national securities exchange or on the "over-the-counter" market, and (ii) fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, then Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs, provided that Sublandlord shall have no obligation to reimburse Concessionaire for its Unamortized Capital Investment as a result of any such termination.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at

Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Total Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is totally destroyed or damaged by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until (i) such space is repaired and restored, (ii) such space is temporarily replaced with other space reasonably sufficient to allow

Concessionaire to operate, if such space is reasonably available, or (iii) this Sublease terminates, as the case may be, all in accordance with this Section. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In either such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire during any repair or restoration period or upon a termination of this Sublease as set forth above.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord and the Port Authority immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under

threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within fifteen (15) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire a

five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the

Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies

theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by

Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period

immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

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

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

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

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord (a) the right to list Concessionaire's name on its website, and (b) a non-exclusive license to use Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port

Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a similar or better layout as the Concessionaire Premises, as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business. Upon receipt of such notice, Concessionaire shall have the right, by written notice to Sublandlord given no later than fifteen (15) days after receipt of Sublandlord's initial notice, to notify Sublandlord of its desire to terminate this Sublease if such substitution shall occur, whereupon Sublandlord shall elect, by written notice given no later than fifteen (15) days after receipt of Concessionaire's notice, to (x) withdraw its notice of substitution, or (y) accept Concessionaire's termination. Any such termination in accordance with the foregoing shall become effective on the effective date established for the substitution in Sublandlord's initial notice, and upon such termination Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of such effective date, in accordance with Section 5.04. Concessionaire's failure to notify Sublandlord of its desire to

terminate this Sublease pursuant to this Section shall be deemed its acceptance of the substitution, whereupon, as of the effective date thereof:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542

(Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall

be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until the Port Authority grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

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

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and

warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

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

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and

remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

XpresSpa JFK Terminal 5, LLC
150 East 58th Street, 7th Floor
New York, New York 10155

Attention: Matthew S. Podell, Esq., SVP/General Counsel

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, Sublandlord institutes any action or proceeding against Concessionaire relating to the provisions of this Sublease or any default hereunder, Concessionaire shall reimburse Sublandlord for the costs expenses, including reasonable attorneys' fees and disbursements, incurred by Sublandlord,

including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release.

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then, provided that no Event of Default has occurred, Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of Thirteen Thousand Two Hundred Three and 00/100 Dollars ($13,203.00)

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount set forth in the Consent. The form and terms of such letter of credit, as

well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by

Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the

obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name: [illegible]
Title: [illegible]

XPRESSPA JFK TERMINAL 5, LLC dba XpresSpa

By: _____
Name: Morton Binn
Title: Chief Executive Officer

EXECUTION

COPY

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

XPRESSPA JFK TERMINAL 5, LLC dba XpresSpa, Concessionaire

Dated as of September 11, 2008

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	**Approximate Sq. Ft.**	**Location**
Leasable Concession Space		
21SC	320	JFK T5 – South Concourse, Post-Security
Leasable Office and Storage Space		

EXHIBIT B

RESERVED

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

As set forth in TAA #Y-8100.

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

[Concessionaire's Product and Price List by Location and Category,
as proposed by Concessionaire and accepted by Sublandlord]

XpresSpa®

Product Price List

Aromatherapy

Crystal Potpourris (assorted fragrances and colors)	$12.00
Fragrance Diffusers (assorted fragrances)	$15.00
Sinus Beads or Headache Beads	$ 4.00
Incenses (assorted packages)	$6.50-$23.75

Bath & Body Products

Body Lotions (assorted styles)	$19.00
European Soaps (assorted fragrances)	$5.70
Bathrobe Set (female)	$55.00
Bathrobe Set (male)	$55.00
Shampoo Lavender	$14.25
Conditioner Lavender	$14.25
Foot Creams (assorted styles)	$21.00
Hand Creams (assorted styles)	$21.50
Mineral Bath Salts (assorted minerals)	$13.00
Bath Sets (assorted products combinations)	$17.5-$39.50

Candles

Seashell Candles	$6.50-$12.50
Scented Flower Candles (assorted styles & sizes)	$25-$40
Mini Candles (assorted styles)	$5.00

Decorative Soaps

Soap Flower Petals	$4.74
Soap Mint Leaves	$6.50
Soap Roses (assorted colors and packages)	$6.50-9.90
Bath Bomb (assorted colors)	$4.00
Soap Rocks (assorted colors)	$11.99
Soap Confetti in Tube (assorted colors)	$6.50
Hand-crafted Soap Dendrobiums	$17.00
Hand-crafted Soap Orchids	$23.00
Hand-crafted Soap Roses in Bowl	$12.00
Hand-crafted Long Stem Soap Roses	$20.00
Hand-crafted Soap Roses in Square Box	$22.00

Nail Care Products

OPI Nail Polish (assorted styles)	$9.75
Glitter Nail Files (assorted colors and styles)	$5.00-$7.00
OPI Top Coat	$9.75
OPI Base Coat	$9.75
OPI Nail Strengthener	$9.75

Massagers

Foot Reflexology Board	$19.50
Foot Massager (assorted shapes and sizes)	$9.50-$13.95
Back Massagers (assorted styles)	$6.25-$12.75
Scalp Massager	$19.99
Massage Brush 2 Speeds	$9.95

Personal Care

100% Boar Brush	$14.75
Large Paddle Brush	$13.50
Small Paddle Brush	$9.95
Denman Brush	$10.95
Mixed Boar Brush	$14.75
Pin cushion Brush	$9.95
Vented Brush	$8.99
Folding Brush	$5.50

Spa Therapy

Gel Eye Mask	$6.00
Heated Shoulder Pad	$24.99
Reflexology Socks	$12.50
Stress Ball	$3.50
Massage Pillow	$19.90

Travel Products

Neck Pillow (assorted styles)	$13.99-$16.99
Ultrasoft Travel Blanket	$19.99
Canvas Tote Bag	$15

Massage

Foot Massage (10/15/20/30 min.) $25/35/40/55
Based on ancient techniques of reflexology, our signature Foot Massage relieves stress, reduces fatigue, and improves general well-being. You'll leave feeling like you're walking on air.

Toenail clipping *(only with foot massage).* $12

Neck & Back Massage (10/15/20/30 min.) $25/35/40/55
This invigorating massage relieves stress and improves posture by loosening stiff muscles in the upper and lower back. Treat yourself to an energizing XpresSpa back massage, your spine will thank you.

Stress & Tension Eliminator (15/25 min.) $35/50
The perfect pre-flight treatment, our Stress and Tension Eliminator begins with a firm head and facial massage to relieve sinus pressure, moves to an energizing neck and shoulder massage and finishes with a soothing arm and hand rub.

Hand & Arm Massage (10/20 min.) $25/40
Perfect for travelers weighted down with heavy suitcases, XpresSpa's intensive Hand and Arm Massage relieves muscle tension in the shoulders and forearms and finishes with a moisturizing hand treatment.

Massage Lounger (10/15/20/30 min.) $15/20/25/35
Lean back, relax, and pamper yourself in one of XpresSpa's Signature loungers. Customize your personal massage treatment to target individual areas of the body.

Waxing

Eyebrows	$20
Upper Lip, Cheeks or Chin	$20/20/20
Half Leg	$50
Full Leg	$75
Forearms/Upper Arms/Full Arms	$40/40/65
Underarms	$25
Ears	$25
Back	$70

Gratuities are not included, but greatly appreciated. Our staff loves to serve you. Thank You!

Skin Care

Aromapure-Facial - Rejuvenating (30/45/60 min.) $65/95/120
Revitalize and re-energize. Indulge yourself in a deep-cleansing, aroma therapy facial which will leave your skin smooth and radiant. Choose from a wide assortment of herbal essential oils.

Seaweed Facial - Deep Cleansing (45/60 min.) $95/120
The Seaweed Facial is your express ticket to clean and healthy skin. Gentle cleansing with a milk and honey mask is followed by a soothing massage with a seaweed serum rich with Vitamin C, minerals and proteins. This mask will leave your skin, clean, refreshed, healthy and vibrant.

Gentleman's Facial - (30/45/60 min.) $65/95/120
Especially designed to restore fitness and vitality to a man's complexion, this relaxing facial helps soothe razor-burned skin and provides deep pore cleansing and toning. This treatment will leave your skin looking refreshed and revitalized.

Mini-Facial (20 min.)
Experience our mini-version of the traditional facial. Prepare the skin for your choice of:

- **One of our Organic Facial Add-Ons** $45
- **Collagen Eye Mask** $45
- **Collagen Full Face Mask** $70

Facial Add-Ons *(Only available in combination with Aromapure, Seaweed or Gentleman's Facial)*

Collagen Hydrating Treatment
***(100% Pure Collagen)* For all skin types**
Balancing treatment which leaves skin hydrated, firmer and feeling fabulous.

- **Full Face Mask** $55
  This mask combines collagen with a variety of beneficial ingredients to super hydrate and rejuvenate the entire face.
- **Eye Mask** $30
  Provides hydration to the entire eye area. Designed to alleviate dark circles and puffiness with focus on rejuvenation and firming.

Organic Facial Add-Ons *(Only available in combination with Aromapure, Seaweed or Gentleman's Facial)*

- **Ginseng & Spirulina Mask** - *Antioxidant* $30
  For all skin types
  Stimulates your skin's metabolism and helps to renew skin cells. Contains alginate, ginseng, spirulina and vitamin C.
- **Olive oil & leaf mask - Dry and mature skin** $30
  Wonderful for age control, this sensory treatment contains olive oil to improve skin elasticity and olive leaf extract for its antioxidant properties. Peels off in one piece.
- **Exfoliating papaya mask - Normal to oily skin** $30
  Rejuvenates and regenerates the skin. Made with papain, a fruit enzyme that helps eliminate dead skin cells.

Nail Care - O·P·I *(We use exclusively OPI nail polish)*

Manicure Treatments

- **Mani-Xpress** $20
  - manicure
- **Mani-Pure** $36
  - manicure
  - moisturizing hand massage
  - exfoliating and softening scrub
- **Deluxe Mani-Pure** $45
  - manicure
  - moisturizing hand massage
  - exfoliating and softening scrub
  - purifying and hydrating mask

Special Manicure Services

- **Change of polish** $12
- **French finish** $8
- **Buffing** $6
- **Moisturizing Paraffin Treatment** $12
- **Individual Nail Repair** *(No Gel or Acrylic)* $6

Nail Enhancements

- **UV Gels Extension - Full Set/Individual** $100/12
- **UV Gels Overlays - Full Set/Individual** $75/10
- **UV Gels Fill In** $50
- **UV Gels Tip Removal** $25
- **UV Gels French Finish** $20
- **Silk Tips - Full Set/Individual** $75/8
- **Silk Tips Fill In** $45

Pedicure Treatments

- **Pedi-Xpress** $35
  - pedicure
- **Pedi-Pure** $50
  - pedicure
  - moisturizing foot massage
  - exfoliating and softening scrub
- **Deluxe Pedi-Pure** $70
  - pedicure
  - moisturizing foot massage
  - exfoliating and softening scrub
  - purifying and hydrating mask

Special Pedicure Services

- **Change of polish** $20
- **French finish** $12
- **Buffing** $9
- **Moisturizing paraffin treatment** $15

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises:

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

ATM's

Hotel, motel, or ground transportation reservation information

Food and beverages of any kind

Wi-Fi services

Newspapers and magazines

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

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

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H
(Schedule G to the Consent)

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint 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 Concessionaire in its performance of the Sublease, Concessionaire shall use, to the maximum extent feasible and consistent with 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, 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.

ARTICLE XXVI. QUALIFICATION AS AN ACDBE

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

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

or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the 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 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.

Concessionaire's breach of its obligations under 49 CFR Part 23 shall be a default by Concessionaire and shall entitle the Port Authority to exercise all of its contractual and legal remedies including revocation of the Consent.

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

MERCHANDISING PLAN

As set forth in Exhibit E.

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease.. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a

suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL
IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about August 6, 2007, as amended.

EXHIBIT M

FORM OF TENANT SERVICES AGREEMENT

[Intentionally Omitted]

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 11TH day of MARCH in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell

(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YOR
No. 01MI6026210
Qualified in Queens County
My Commission Expires June 14, 20 11

FOR JETBLUE AIRWAYS CORPORATION

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

On the 22nd day of December in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared George Saver, personally known to me or proved to me on the basis of satisfactory evidence to be the individual~~(s)~~ whose name~~(s)~~ is ~~(are)~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ capacity(ie~~s~~), 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)

MITCHELL D. NADLER
Notary Public, State of New York
No. 02NA6080750
Qualified in New York County
Commission Expires 09/23/20 10

FOR SUBLESSEE

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

On the 5th day of November in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Moreton Binn, 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.

Matthew S. Podell

(notarial seal and stamp)

MATTHEW S. PODELL
Notary Public, State of New York
No. 02PO6057294
Qualified in New York County
Commission Expires April 16, 2011

CONSENT TO SUBLEASE AGREEMENT

among

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

JETBLUE AIRWAYS CORPORATION
(Lessee)

and

OTG MANAGEMENT

(Sublessee)

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

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-838
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of May 30, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and OTG ~~MANAGEMENT~~ JFK T5 VENTURE, LLC ("*Sublessee*"), a limited liability company organized and existing under the laws of the State of Delaware with an office and place of business at ~~One International Plaza, Suite 145, Philadelphia, Pennsylvania 19113~~ 335 West Butler Avenue, Suite 120, Chalfont, PA, 18914, whose representative is Christopher J. Redd, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

NOW, THEREFORE, for and in consideration of the covenants and mutual

agreements herein contained, the Port Authority, the Airline and the Sublessee hereby agree effective as of the Effective Date, as follows:

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

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to

constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be

deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Article I. "Definitions":

(a) Cleaning Specifications – reference to Section 7.02(i) shall be changed to Section 10.11;

(b) Commencement Date – the phrase "as set forth in a written notice to Concessionaire" shall be added at the end of the definition;

(c) Gross Receipts - Notwithstanding the sentence at the end of the first paragraph in the definition of Gross Receipts contained in the Sublease (i.e., the sentence identifying four exclusions from Gross Receipts), the Master Lease controls in all respects with regard to (a) items which are included in, or excluded from, Gross Receipts and (b) the meaning of the term Gross Receipts (set forth in Section 94, entitled "Definitions", of the Master Lease.

(d) Port Authority Share and Sublandlard Share- Notwithstanding the definitions contained in the Sublease for each of the terms Port Authority Share and Sublandlord Share, for avoidance of doubt, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease)

(e) Security Deposit – reference to Section 26.19 shall be changed to Section 25.19.

~~(2) Section 2.04 "Delivery of Premises; Concessionaire's Work Generally" In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.~~

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(3) Section 10.02, "Concessionaire's General Maintenance Obligations" – Nothing in Section 10.02, entitled "Concessionaire's General Maintenance Obligations", constitutes a modification of the Airport Lease as between the Port Authority and the Airline.

(4) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

(5) Section 12.02(e), "Additional Details and Coverages" – Nothing in subparagraph (e) is intended to amend or modify the overlease, i.e., the Airline Lease, as between the Port Authority and the Airline. In addition, in the penultimate sentence of Section 12.02(e), evidence of insurance coverage shall be furnished to both the Airline and the Port Authority.

(6) Section 12.07, "General Indemnification" – As between the Sublessee and the Port Authority, the provisions of paragraph 11 of this Consent shall control over the provisions of Section 12.07 if and to the extent that the provisions of Section 12.07 provide exclusions to the Sublessee's indemnification/hold harmless obligations to the Port Authority or are otherwise more limited than the provisions set forth in this Consent.

(7) Section 13.07, "Indemnification" - The Port Authority shall be added as a party that must be indemnified, held harmless and reimbursed by the Sublessee under Section 13.07.

(8) Section 14.01(e), "Limitations, Prohibitions" - It is understood and agreed that any Port Authority consent to a subleasing or licensing contemplated with an entity using the trade name "Roma Pizza", for a pizza and Italian food restaurant, shall be required to be in writing, executed by the relevant parties, including, without limitation, the Sublessee and the proposed sublessee/licensee.

(9) Section 25.02, "Government Reservations And Restrictions" shall be and be deemed deleted.

(10) Section 25.06(b) "Entire Agreement; Amendment" – The following sentence shall be added to this Section: "Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority."

(11) Section 25.19, "Security Deposit Generally". The amount of the security deposit to be provided to the Port Authority shall be as set forth in paragraph 25(a) of this Consent, which shall supercede Section 25.19(a).

5. Required Port Authority Consent. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph. For purposes of this paragraph, the reference in Section 73(j) of the Airport Lease to "electricity" being charged to the Restaurant Owner shall include the cost of "natural gas", as an alternative or supplement to electricity.

8. Compliance with Laws. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the

Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee as a limited liability entity), managers (in their capacity as managers of the Sublessee as is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, and completed operations and covering bodily injury, including death, and property damage liability, and host liquor liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

	Minimum Limits
Commercial General Liability Combined single limit per occurrence for bodily injury and property damage liability:	$2,000,000
Host liquor liability	$5,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder

delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

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

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any

such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

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

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

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

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

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

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

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

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

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

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

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

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

18. Inspection.

(a) The Port Authority shall have the right by its officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the

purpose of inspecting the same, for observing the performance by the Sublessee of its obligations under this Consent and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Consent, the Airline Lease, or otherwise.

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

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

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the Port Authority may have by law or

otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

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

22. Business Development and Records:

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

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

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way

connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Sublessee's business and necessary or desirable to keep accurate Books and

Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

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

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

(ii) if any Books and Records are maintained outside of the Port of New York District, then the Port Authority in its sole discretion may (x) require on ten (10) days' notice to the Sublessee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Sublessee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Sublessee shall pay

to the Port Authority when billed all costs and expenses of the Port Authority, as determined by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

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

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

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

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

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

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) With respect to the letter of credit as security for the Port Authority, in connection with the Sublease, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in

addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

26. Third Party Beneficiary; Enforcement. The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport

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

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to

the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances, including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee, subject to applicable laws and regulations..

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations regarding human resources and employment matters, to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law. Anything in the Sublease to the contrary notwithstanding, the effect and meaning of this Consent and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

30. No Personal Liability. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

31. Entire Agreement; Amendment. This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

(Title): Asst. Director, CCAS

(Seal)

ATTEST:

Secretary

OTG MANAGEMENT JFK T5 VENTURE, LLC

By: OTG Management JFK, LLC, its Managing Member

By: _____

(Printed Name) Christopher J. Redd

(Title) Vice President and General Counsel

(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By: _____

Vice President CRE

APPROVED FOR TRANSMITTAL	
FORM	TERMS
MF	JB

(Printed Name):

(Title) _____ President

(Corporate Seal)

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net. ORIGR $47.78 PA/gwe

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed ~~$30~~million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are

controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:	FOR THE UNION:
[Insert Name of Company]	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of May ___, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and OTG JFK T5 VENTURE, LLC, a Delaware limited liability company having an office at One International Plaza, Suite 145, Philadelphia, Pennsylvania 19113 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS.

The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 7.02(i).

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work.

"Commencement Date of the Extension Term" has the meaning set forth in Section 2.02(b).

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas not otherwise part of the Concessionaire Premises, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth in the following TAAs, identified by number, that have been approved by the Port Authority: 20SC, Cibo Express Gourmet Markets, Y-8066; 36CC, Jamba Juice & Cibo Express Gourmet Markets, Y-8068; 51LL, Dunkin Donuts & Cibo Express Gourmet Markets, Y-8071; 2T, Dunkin Donuts & Away Café, Y-8075; 22SC, Horizon Bakery Café, Y-8065; 29EC,

New York Sports Grill & Cibo Express Gourmet Markets, Y-8070; 31-32EC, Revolucion, Y-8072; 8-9CC, Aeronuova, Piquillo & JFK Steak, Y-8069; 40CC, Deep Blue Sushi, On The Fly & La Vie, Y-8073; 4NC, Loft Kitchen & Bar, Y-8080; 12-17CC, Food Hall, Y-8074; 7NC, Velocity Kiosk Bar & Dunkin Donuts, Y-8077; 56SC, Velocity Kiosk Bar, Y-8076; 58EC, Velocity Bar & Illy Coffee, Y-8079; 33EC, Velocity & Aunt Buchies, Y-8078; 53LL, Velocity Bar & Jamba Juice, Y-8067; GH, Re:Vive (Interactive Tables), TBD; and as otherwise agreed to between Sublandlord and Concessionaire and approved by the Port Authority, all in accordance with this Sublease.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 14.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any

Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

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

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

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

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

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

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of perishable and disposable inventory in connection with Concessionaire's operation of the Concessionaire Premises, including paper goods, stocks of food and beverages including the ingredients thereof, seasonings, trash bags, plastic wear for consumption, and other similar such items of inventory.

"Expiration Date" means the earliest to occur of (a) January 31, 2019, as such date may be extended pursuant to Section 2.02(b), (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of the Concessionaire and Sublandlord.

"Extension Election Notice" has the meaning set forth in Section 2.02(b).

"Extension Term" has the meaning set forth in Section 2.02(b).

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately

stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at. in. from or upon the Concessionaire Premises, (i) customary discounts, not to exceed , given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products. to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceec required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business.

Notwithstanding anything in this definition of Gross Receipts to the contrary, in no event shall Gross Receipts include monies paid or payable to Concessionaire for sales made or services rendered by Concessionaire directly to Sublandlord or its employees in connection with (1) business and event catering for Sublandlord's corporate activities, (2) food and beverage services for Sublandlord's employee cafeteria located in a non-public area of the Master Lease Premises, (3) Sublandlord's "Crewmember Express" online ordering program provided by Concessionaire exclusively for Sublandlord's employees at certain office and facility locations, and (4) catering and other food and beverage services provided by Concessionaire on Sublandlord's behalf (and paid for by Sublandlord) to Sublandlord's customers during periods of irregular operations.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, that portion of the insurance proceeds received due to loss of gross earnings paid under Concessionaire's business interruption insurance policy because of business interruptions and intended to replicate the Rent payable under this Sublease, and the spread earned on any exchange or foreign currency transaction whether for an exchange service or for merchandise, products and/or services. A "sale" shall be deemed to have been consummated for purposes hereof, and the entire amount of the sales price shall be included in Gross Receipts and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. Each sale made upon installment or credit shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when any payment is received. No deduction from Gross Receipts shall be allowed for uncollected or uncollectible credit amounts or "bad" checks. Gross Receipts shall include retail display allowances, slotting fees, on-premises advertising and other promotional incentives (collectively referred to as "RDAs"). Gross Receipts shall include all such sales, revenues or receipts generated by Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

"Hazardous Substances" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum

products and other substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

"Initial Investment Costs" means all the costs incurred by Concessionaire to perform and complete Concessionaire's Work, including costs related to financing and pre-opening expenses.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 18.15.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date" has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth on Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by

Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than September 15, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concessionaire Premises, subject to the limitations set forth in Article VI of this Sublease: operation of food and beverage businesses in one or more locations within the Master Lease Premises, general and administrative offices (office portions of the Concessionaire Premises only), and storage (storage portions of the Concessionaire Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

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

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public in the Concessionaire Space, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 26.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by the Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Investment Costs, using a fifteen (15) year amortization period and the following methodology: interest-only during the initial three (3) years of the amortization period, and straight line amortization during the remaining twelve (12) years.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void ab initio until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term; Extension Option.

(a) The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than ten (10) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term (a) without cause upon not less than thirty (30) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

(b) Sublandlord shall have the right to extend the Term for one (1) additional term of five (5) years commencing on the date immediately following the Expiration Date (the "Commencement Date of the Extension Term") and ending on January 31, 2024 (the "Extension Term"), upon and subject to the provisions of this paragraph. Not later than one hundred twenty (120) days prior to the Expiration Date, Sublandlord shall notify Concessionaire of its election to extend or not to extend the Term (the "Extension Election Notice"), which election shall be at the sole discretion of Sublandlord, provided that if Sublandlord fails to deliver the Extension Election Notice by the date that is one hundred twenty (120) days prior to the Expiration Date,

Concessionaire shall send Sublandlord a notification requesting the Extension Election Notice within ten (10) days of such date. Sublandlord shall send Concessionaire the Extension Election Notice within fifteen (15) days after receipt of such request from Concessionaire. If Sublandlord elects to extend the Term, the Rent during such the Extension Term shall escalate and be payable in accordance with Article III as though the original Term continued through the Extension Term, and the Expiration Date shall thereafter be deemed to be January 31, 2024. If Sublandlord elects not to extend the Term, or fails to deliver an Extension Election Notice as aforesaid, then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the original Expiration Date, in accordance with Section 5.04.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Commencement Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof prior to the Operational Commencement Date, provided that Concessionaire shall have, at a minimum, until August 31, 2008 to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work and open for business to the public on the Operational Commencement Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $5,000 per day for each day until Concessionaire opens for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to completion of Sublandlord's Work and the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS

CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after January 1, 2009 (the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to January 1, 2009, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment (or the Percentage Rent payable in accordance with the immediately preceding sentence, if applicable) shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

(d) The Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date shall be based on enplaned passenger projections of enplanements (the "Estimated Year 1 Enplanements"). Notwithstanding the foregoing, if on the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, the Minimum Annual Guarantee is less than , the Minimum Annual Guarantee shall automatically increase to an amount equal to plus annual escalations through such date as though were the Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date, and the Monthly MAG Payment shall be adjusted accordingly, and thereafter the Minimum Annual Guarantee shall escalate on an annual basis in accordance with the escalation formulas set forth in the definition of Minimum Annual Guarantee above. Such determination of the change in enplanements shall be made by Sublandlord in good faith and set forth in a notice to Concessionaire.

SECTION 3.02 Intentionally Omitted.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment and the Monthly Office/Storage Rent, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"):
(i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to

change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period. Notwithstanding the foregoing, to the extent that the Minimum Annual Guarantee exceeds Percentage Rent in any given annual period following the Monthly MAG Commencement Date, the negative difference will accumulate as a credit against future payments of Percentage Rent. If and when the Percentage Rent exceeds the Minimum Annual Guarantee for any such annual period, subsequent Percentage Rent payments due will be paid less the amount accumulated as a credit in the prior year until such credit is expended. For example: If in year one the Minimum Annual Guarantee of is paid to Sublandlord and Gross Receipts for that year would have resulted in a Percentage Fee equal to would accumulate as a credit. If in year two, a Minimum Annual Guarantee of is paid and the Gross Receipts for that year would result in Percentage Rent of then the credit would be applied against future payments of Percentage Rent, resulting in a total payment of in Percentage Rent to Sublandlord for the year.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments. All payments to Sublandlord required of Concessionaire by this Sublease shall be made by mail to JetBlue Airways Corporation, 19 Old Kings Highway South, Darien, Connecticut 06820, Attn: Accounts Payable, or via the following wire transfer instructions:

Bank: Citibank N.A.
ABA Number: 021000089
Account Number:

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

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

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

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

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

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District or at

Concessionaire's Philadelphia offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport and Concessionaire's operations at the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's Philadelphia offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to Concessionaire's business and necessary or desirable to keep accurate Books and Records

as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than five percent (5%).

The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting. No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts, by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the

credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manuel, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of

design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of

Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord of the Port Authority of the rights granted under this paragraph entitle concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon

completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work, and the Initial Investment Costs shall total, a minimum of (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total Initial Investment Costs, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed as approved by Sublandlord as well as a depreciation schedule for the Initial Investment Costs. Failure by Concessionaire to provide such reports and schedules on time shall result in a $250 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the Expiration Date, as the same may be extended pursuant to Section 2.02(b), for any reason other than (i) Concessionaire's default hereunder, or (ii) a revocation of the Consent by the Port Authority as a result of a default thereunder, then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's default hereunder, or (ii) a revocation of the Consent by the Port Authority as a result of a default thereunder, then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment.

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due to Concessionaire, arising from or related to a termination or expiration of the Sublease as described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive,

consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Investment Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell food and beverage products and items to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell the items listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may from time to time be amended by Concessionaire, subject to Sublandlord approval in accordance herewith, or as otherwise provided in this Sublease. Concessionaire shall submit, on a monthly basis, a written proposal for such amendments, including menu additions/deletions and price changes and otherwise in accordance with this Sublease (including Section 8.03), to the Sublandlord Concession Manager for review. Sublandlord shall approve or reject the amendments set forth in such written proposal within ten (10) business days after receipt thereof, such approval not to be unreasonably withheld, provided that (i) if Sublandlord fails to so notify Concessionaire within such ten (10) day period, the amendments shall be deemed approved and Concessionaire shall have the right to institute such amendments, subject to Sublandlord's right to further review such amendments within thirty (30) after they are instituted and require a removal thereof if, upon such further review, Sublandlord reasonably determines the amendments were inappropriate or unjustified, and (ii) prior written approval shall not be required for the addition and pricing of menu items identified or treated as "daily specials".

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

(f) Notwithstanding anything in this Sublease to the contrary, Sublandlord and Concessionaire shall from time to time evaluate whether any of the food and beverage concepts operated by Concessionaire should be modified and/or repositioned, whether for financial performance reasons, food and beverage diversity, customer dining trends, necessary service to the public, or otherwise. Each party shall have the right to notify the other party regarding potential modifications and/or repositioning, and thereupon the parties shall meet to discuss proposals therefor and to attempt to reach agreement. The parties agree to act promptly and in good faith to fulfill the intent of this Paragraph.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including

without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 M/W/DBE Participation. The provisions of this Section shall apply if Concessionaire has been selected as a M/W/DBE. Concessionaire represents and warrants to Sublandlord that it and/or its M/W/DBE participant(s) meet all standards of qualification as a M/W/DBE in accordance with the Port Authority's current policies as set forth in Exhibit G-1 attached hereto, and shall so certify to the Port Authority in accordance with the certifications requirements set forth in Exhibit G-2 attached hereto. Concessionaire shall take all steps necessary to obtain the appropriate M/W/DBE certification from the Port Authority on or before the execution of this Sublease and in no event later than the earlier of the date that Concessionaire shall commence construction in the Concessionaire Premises. Furthermore, Concessionaire shall take all steps necessary to maintain such certification at all times during the Term. If Concessionaire is required to be a M/W/DBE, Concessionaire shall have no right to commence any construction or open for business in the Concessionaire Premises until Concessionaire has been completely certified as a M/W/DBE by the Port Authority. Any failure to timely obtain or to maintain at all times such certification shall be a material breach of this Sublease by Concessionaire, but shall not result in any delay in the Rent Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Concessionaire, the participating M/W/DBE percentage, as so certified, shall not be less than one hundred percent (100%) at all times during the Term. If the M/W/DBE participant is a

member/partner of a partnership or limited liability company with Concessionaire or a joint venture partner of a joint venture with Concessionaire or a sublessee, licensee or franchisee of Concessionaire, the participating M/W/DBE percentage, as so certified, shall not be less than seventeen percent (17%) at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be immediately reported in writing to Sublandlord and the Port Authority and in no event later than thirty (30) days following any such change. Concessionaire understands and agrees that failure to maintain its certification as a M/W/DBE may, at the sole and absolute discretion of Sublandlord, be cause for immediate termination of this Sublease. Concessionaire further understands and agrees that, should any M/W/DBE hereunder cease operation, or should Concessionaire determine that a DBE is unwilling or unable to perform satisfactorily under this Sublease, Concessionaire shall assume the operation immediately and, without any cessation of said operation, shall, within one hundred twenty (120) days, obtain another qualified M/W/DBE certified by and acceptable to Sublandlord, to resume the duties of the M/W/DBE. In the event the Federal government shall enact any law or impose regulations in conflict with this provision or Concessionaire's M/W/DBE Participation Plan, this Sublease, including said Plan, shall be deemed amended to conform to said laws or regulations.

SECTION 6.08 Affirmative Action. Concessionaire covenants that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire covenants that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect. In addition and in no way limiting the foregoing, Concessionaire shall comply with the Port Authority's Affirmative Action/EEO Guidelines set forth in Exhibit H attached hereto.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall keep specific units open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least

the last actual departure at the Master Lease Premises on such day, the specific units to remain open as aforesaid to be mutually agreed upon by Concessionaire and Sublandlord based, in part, on proximity to the actual operating gates, provided, further, that Concessionaire shall, at a minimum, keep specific units open for business on a twenty-four (24) hour basis as follows: one (1) location in the Arrivals area of the Master Lease Premises, two (2) locations in the sterile area of the Master Lease Premises (post-security) providing at least one (1) hot food option and one (1) cold food option, such specific locations to be proposed by Concessionaire and subject to Sublandlord's approval, not to be unreasonably withheld. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open in accordance with this Section to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord-approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandising Plan. Concessionaire shall sell the items listed in Exhibit J in the designated locations, also listed in Exhibit J. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord or as otherwise provided in this Sublease, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing. Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the

foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval in accordance with the other provisions of this Sublease.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer a discount on the price of all products and merchandise, excluding reading material and tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card

transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord. Notwithstanding anything in this Sublease, including Article IX, to the contrary, Concessionaire's maintenance and repair obligations set forth in this Section shall extend to the furnishings, fixtures, and equipment provided in connection with customer dining and located in the common food service seating areas.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or revival of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, decorations, or equipment.

SECTION 10.06 Mid-Term Refurbishment

(a) Prior to the last one hundred eighty (180) days of the sixth anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first ninety (90) days after the sixth anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such Mid-Term Refurbishments shall be a minimum of All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

(c) If Sublandlord elects to extend the Term in accordance with Section 2.02(b), then prior to the last sixty (60) days of the original Term, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Extension-Term Refurbishments") to be completed within the first ninety (90) days after the Commencement Date of the Extension Term (the "ERR Completion Date"), such Extension-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such Extension-Term Refurbishments shall be a minimum of All Extension-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(d) Concessionaire shall proceed with the Extension-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Extension-Term Refurbishments prior to the ERR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Extension-Term Refurbishments, together with a certificate

from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Extension-Term Refurbishment expenditure requirement.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises, or the affected portions thereof, until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to

Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, (i) Concessionaire shall establish a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, which program shall include contracting with third parties for services, if necessary, contracting with the Other Concessionaires regarding required services, and direct billing to the Other Concessionaires for a proportionate share of costs, all in accordance with Sublandlord's requirements, to be negotiated in good faith, and (ii) Sublandlord reserves the right to take back the management of such program from Concessionaire with or without cause at any time during the Term upon not less than thirty (30) days prior written notice.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.12 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 10.13 Partial Damage to Concessionaire Premises. If the Concessionaire Premises, excluding Concessionaire's leasehold improvements or trade fixtures, are partially

damaged by fire or other casualty, but not rendered untenantable, the same shall be repaired with due diligence by Sublandlord. The Concessionaire Premises shall be repaired or restored at Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. Should a portion of the Concessionaire Premises be untenantable, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of the repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the prorata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such prorata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

SECTION 10.14 Complete Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's leasehold improvements or trade fixtures, are completely destroyed by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair or reconstruct such Concessionaire Premises. The rent of the affected portions of Concessionaire's Concessionaire Premises shall be abated for the period from the date of such occurrence until such space is temporarily replaced with other space(s) sufficient to allow Concessionaire to operate, if such space is reasonably available. The amount of the rent abatement shall be calculated as the prorata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such prorata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair or reconstruct the damaged Concessionaire Premises. If Sublandlord elects to repair or reconstruct, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair or reconstruct the Concessionaire Premises, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of Concessionaire's Concessionaire Premises. In such event, Sublandlord agrees to use its reasonable efforts to obtain reasonably sufficient substitute space for Concessionaire. In the event Concessionaire is provided with substitute space on either a temporary or permanent basis pursuant to this Section, rent shall be equitably adjusted based on the square footage, design, layout, location, and other material physical characteristics of the substitute space compared to the originally occupied space.

SECTION 10.15 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord immediately upon the occurrence thereof.

SECTION 10.16 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within thirty (30) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.17 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity; Natural Gas.

(a) Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such

Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

(b) Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of natural gas, all without charge to Concessionaire. Sublandlord shall supply natural gas to the Concessionaire Premises and the cost thereof (collectively, "Gas Charges") shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Gas Charges to be the actual cost of natural gas for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of natural gas exceed the capacity of the infrastructure servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the natural gas infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. Any such interruption, curtailment or failure to supply by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including

personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$25,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Host Liquor Liability	$5,000,000 OCC
Automobile Liability:	$25,000,000 OCC
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	$_____

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(c) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft,

embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(d) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall, or shall cause its contractors, to furnish to Sublandlord, at no cost to Sublandlord, performance and payment bonds issued by a surety company licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond delivered shall not be less than one hundred percent (100%) of the total cost of the applicable contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bonds required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bonds shall guarantee the full performance of the work. Notwithstanding anything in this paragraph to the contrary, the performance and payment bonds required to be furnished to Sublandlord with respect to Concessionaire's Work shall provide for bonding of the major, non-M/W/DBE trades constituting Concessionaire's Work and shall, in the aggregate, bond not less than eighty percent (80%) of the total cost of Concessionaire's Work.

(d) Prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay a deposit of eight thousand dollars ($8,000.00) to Sublandlord as detailed in Section 6.09 of the Tenant Design Manual.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall furnish to Sublandlord evidence that such coverage has been procured and is being maintained in full force and effect. Sublandlord maintains property insurance that covers the Master Lease Premises, but will not cover any improvements made by Concessionaire to the Concessionaire Premises.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. Except as expressly provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not

such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of a party indemnified in this paragraph, provided that such party shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents, and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of a party held harmless in this paragraph.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord from, and reimburse Sublandlord for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of

Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(a) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(b) the obtaining of any surety bond or the giving of any other financial assurances; and complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire . In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(a) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term during the term of any previous agreement between Concessionaire or any affiliate Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(b) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any

Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(c) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, its directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any

Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, ab initio, and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of the Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents,

licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof. If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer, provided that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "over-the-counter" market, then such sale, assignment or transfer of stock shall not be deemed a transfer. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent which is a transfer or other change of ownership shall require the prior written consent or approval of Sublandlord and the Port Authority. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer, provided that if the membership interests of such limited liability company are publicly traded on a national securities exchange or on the "over-the-counter" market, then this restriction on sale, assignment or transfer of membership interests shall be inapplicable.

(c) If this Sublease be assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(d) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern.

Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(e) Notwithstanding anything in this Section to the contrary, Sublandlord hereby consents to Concessionaire subleasing or licensing a portion of the Concessionaire Premises to "Roma Pizza" for a pizza and Italian food restaurant, such portion to be located in the central food court area within Units 12-17CC, provided that the terms and conditions of such subleasing or licensing, and any agreement with respect thereto, shall be subject to the review and approval of Sublandlord and the Port Authority, provided, further, that the Port Authority consents to such subleasing or licensing.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage to the Concessionaire Premises. In the event of damage to, destruction of, or other casualty affecting any portion of the Concessionaire Premises, the Concessionaire shall promptly, at its sole cost and expense, repair, restore or rebuild the same to substantially the same condition existing immediately prior to the happening of such damage, destruction, or other casualty. Notwithstanding any damage to the Concessionaire Premises, if the Concessionaire Premises is in tenantable during the repair, restoration, or rebuilding thereof, Concessionaire shall open, or reopen, as the case may be, and, in all events, shall reopen for business immediately upon the completion of the repairs, restoration and rebuilding. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs, restoration or rebuilding required hereby but is unable to do so within three hundred sixty-five (365) days following the date of said damage, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.02 Damage to Premises. In the event of damage to, destruction of, or other casualty affecting any portion of the Master Lease Premises, other than as set forth in Section 15.01, above, Sublandlord shall promptly, at its sole cost and expense, repair, restore or rebuild the same to substantially the same condition existing immediately prior to the happening of such damage, destruction, or other casualty in accordance with the Master Lease. Concessionaire shall reimburse Sublandlord for all costs and expenses of the repairs, restoration or rebuilding to the extent such damage, destruction or other casualty was caused by the act or omission, whether due to negligence, willful misconduct, or otherwise, of Concessionaire, its officers, employees, contractors, guests, invitees, and agents.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and

damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking, and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire. Notwithstanding the foregoing provisions of this Section, nothing herein shall bar Concessionaire from pursuing a claim against the applicable condemning authority for damages to the extent of Concessionaire's interest in the Concessionaire Premises, subject to the provisions of the Master Lease.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within thirty (30) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any

other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

(m) then, Sublandlord, at any time thereafter during the continuance thereof, at Sublandlord's option, may give to Concessionaire a five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the

Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors,

does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, or if Sublandlord shall re-enter the Concessionaire Premises as provided in this Section, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's

right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the

recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord at its sole discretion, notwithstanding the market rate.

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the

risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

(b) Except with the prior written consent of the Port Authority and Sublandlord, Concessionaire shall not place, install, erect, maintain or display any signs or any advertising at or on the exterior parts of the Concessionaire Premises or in the Concessionaire Premises so as to be visible through the windows or exterior doors

thereof. Interior and exterior signs affecting public safety and security shall be in accordance with established Port Authority standards.

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

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

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Each party hereby grants to the other party (a) the right to list such party's name on its website, and (b) a non-exclusive license to use such party's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally, provided such use shall in each case be subject to any applicable name and logo usage guidelines of such party and to the prior approval of such party, not to be unreasonably withheld.

ARTICLE XXII. NONDISCRIMINATION, ETC.

SECTION 22.01 Covenants Regarding Non-discrimination. To the extent required by law, Concessionaire, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the

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

(b) It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23, i.e., firms owned and controlled by minorities; firms owned and controlled by women and firms owned and controlled by financially disadvantaged persons; shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR Section 23.5. Consequently, this Sublease is subject to 49 CFR Part 23, as applicable.

(c) This Sublease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

(d) Concessionaire agrees to include the above statements in paragraph (c) in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

SECTION 22.02 Material Breach. Concessionaire's noncompliance with the provisions of this Article shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, Sublandlord and the Port Authority may take appropriate action to enforce compliance. Furthermore, or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority or Sublandlord, Sublandlord shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a termination under Article XVII, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

SECTION 22.03 Indemnification. Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority from any claims and demands of third persons, including the United States of America resulting from Concessionaire's noncompliance with any of the provisions of this Article, and Concessionaire shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with (i) safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA), and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, (ii) current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord, and (iii) the rights granted to Concessionaire herein or the intent and purpose of this Sublease.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 hereof regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time upon reasonable prior notice to Concessionaire, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time, without any requirement to provide prior notice, in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the

Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a similar or better layout as the Concessionaire Premises.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of

the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business, whereupon, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for the design, construction, and/or renovation of the Substitution Space, and for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space. Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs, provided that rent shall be equitably adjusted based on the square footage, design, layout, location, and other material physical characteristics of the Substitution Space compared to the originally occupied space. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will

comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until Airport Police grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

(a) Concessionaire hereby represents and warrants to Sublandlord and the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Concessionaire is not, and shall not become, a person or entity with whom Sublandlord or the Port Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with such persons or entities. Concessionaire acknowledges that Sublandlord is entering into this Sublease, and the Port Authority is entering into the Consent, in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Sublandlord to enter into and execute this Sublease and the Port Authority to enter into and execute the Consent. In the event of any breach of any of the foregoing representations and warranties by Concessionaire, Sublandlord shall have the right, in addition to any and all other remedies provided under this Sublease or at law or in equity, to immediately terminate this Sublease upon written notice to the Concessionaire, and the Port Authority shall have the right, in addition to any and all other remedies provided under the Consent or at law or in equity, to immediately revoke the Consent upon written notice to the Concessionaire. Concessionaire further acknowledges that there shall be no cure for such a breach. In the event of any such termination by Sublandlord or revocation by the Port Authority, Concessionaire shall, immediately on receipt of Sublandlord's termination notice or the Port Authority's revocation notice, cease all use of and operations permitted under this Sublease and surrender possession of the Concessionaire Premises to Sublandlord without Sublandlord being required to resort to any other legal

process. Termination or revocation on the aforedescribed basis shall be deemed a termination or revocation for cause.

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

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

SECTION 25.02 Government Reservations And Restrictions. The Concessionaire Premises being leased and rights granted by this Sublease shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

(a) It is understood and agreed to by Concessionaire that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., and Section 308 of the Federal Aviation Act of 1958 and as amended.

(b) During a time of war or national emergency, Sublandlord or the Port Authority shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such lease with the Government is executed, the provisions of this Sublease insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

(c) This Sublease shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between Sublandlord or the Port Authority and the Federal Aviation Administration or any successor Federal agency.

(d) This Sublease shall be subordinate to the provisions of any existing or future agreement between the United States Government and Sublandlord or the Port Authority relative to the operation or maintenance of the Master Lease Premises or Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Master Lease Premises or Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the

operation, maintenance of the Airport now or in the future; provided however, that Sublandlord shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Concessionaire in and to the Concessionaire Premises and improvements thereon.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, the parties agrees that, within fifteen (15) days after written request from a party, the other party shall execute, acknowledge and deliver to the requesting party a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that such party is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord or Concessionaire under this Sublease or (ii) any obligations of Sublandlord or Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or

understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party.

SECTION 25.07 Interpretation; Use of Pronouns; Consent

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease which consent or approval shall be at the sole discretion of Concessionaire, and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure

labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other reasons beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

OTG Management
One International Plaza, Suite 145
Philadelphia, Pennsylvania 19113
Attention: Eric J. Blatstein

With a copy to:

OTG Management
One International Plaza, Suite 145
Philadelphia, Pennsylvania 19113
Attention: General Counsel

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery

Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, a party institutes any action or proceeding against the other party relating to the provisions of this Sublease or any default hereunder, the prevailing party in any such action or proceeding shall reimburse be entitled to reimbursement from the non-prevailing party for the costs expenses, including reasonable attorneys' fees and disbursements, incurred by the prevailing party, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being hereinafter referred to as "Discretionary Revocation."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause based on a default thereunder or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following, subject to adjustment based on Port Authority requirements following its review of Concessionaire's financial information:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of Two Hundred Thousand Dollars and No Cents ($200,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Fifty Thousand Dollars and No Cents ($50,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the

corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Annual Guarantee Rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord on a joint and several basis and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

OTG JFK T5 VENTURE, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

OTG JFK T5 VENTURE, LLC

By: _____
Eric J. Blatstein, President

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

COPY

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, SUBLANDLORD

and

OTG JFK T5 VENTURE, LLC, CONCESSIONAIRE

Dated as of May 30, 2008

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	Approximate Sq. Ft.	Location
Leasable Concession Space		
Leasable Office and Storage Space		

Unit, Concept and Use Schedule
OTG JFK T5 Venture, LLC

Center Core - Airside			
Unit	**Square Footage**	**Concept**	**Use and Minimum Menu**
8CC 9CC	2,970 4,362	AeroNuova, 5ive Steak, Piquillo	Food Service: AeroNuova shall offer a traditional Italian menu with pasta, sandwiches, cold sliced meats, fish, meat, chicken, cold seafood, antipasti, salads, cheeses, sweets, cocktails, and beer. JFK Steak shall offer steak, local produce, and fresh seafood. Piquillo shall offer Spanish tapas, hot and cold items, soup, salad, wine, and cocktails.
12CC 13CC 14CC 15CC 16CC 17CC	993 1,237 1,072 993 682	Pomme Frites, Dunkin' Donuts, Cheeburger Cheeburger, Boar's Head Deli, Philly Cheesesteaks, Lucy's Asian Kitchen, Roma Pizza Markets Cases Cold and Hot Bars Seating Area Bar Velocity Bar	Food Service: Pomme Frites shall offer French fries with assorted dipping sauces. Dunkin Donuts shall offer branded doughnuts, coffee, tea, espresso, and lattes, muffins, and bagels. Cheeburger Cheeburger shall offer burgers, chicken tenders, sandwiches, shakes, beverages, fries, and onion rings. Boar's Head Deli shall offer sandwiches, wraps, paninis, antipasti, croissants, salads, and beverages. Philly Cheesesteaks shall offer cheese, pork and chicken cheesesteaks, onion rings, fries, egg sandwiches, and beverages. Lucy's Asian Kitchen shall offer omelets, noodles, wraps, rice, and traditional Asian fare such as lo mien, and sushi rolls. Market cases shall offer fruits, snacks, candy, health bars, cheese, salads, nuts, beverages. Cold and Hot Bars shall offer an assortment of salads, fresh fruits and vegetables, hot entrees, including breakfast. Seating Area Bar shall offer beverages, cocktails, beer, and wine
36CC	519	Jamba Juice, Cibo Express Gourmet Markets	Food Service: Jamba Juice shall offer smoothies, energy drinks. Cibo Express shall offer assorted fruits, snacks, candy, health bars, cheese, salads, nuts, and beverages.
40CC	2,665	La Vie, Deep Blue Sushi Bar Noodle Bar, Deep Blue on the Fly	Food Service: La Vie shall offer Provencal cuisine, including steak frites and croque monsieur, and wine and cocktails. Deep Blue Sushi Bar and Deep Blue on the Fly shall offer sushi, dumplings, Japanese barbeque, a noodle bar, sake, and cocktails.

South Concourse			
20SC	773	Cibo Express Gourmet Markets	Cibo Market shall offer fruits, snacks, candy, health bars, cheese, salads, nuts, and beverages.
22SC	640	Horizon Bakery Café	Food Service: Horizon Bakery and Café shall offer breakfast, fruit, salads, soup, assorted sandwiches, including vegetarian sandwiches, freshly baked breads, cocktails, beer, and wine.
56SC(b)	TBD	Velocity Bar	. Seating Area Bar shall offer beverages, cocktails, beer, and wine.

East Concourse			
29EC	2,887	NY Sports Grill & Cibo Express Gourmet Markets	Food Service: NY Sports Grill shall offer salads, sandwiches, appetizers, wraps, burgers, and platters such as fish and chips, chicken, steak, beer, wine and cocktails. Cibo Express shall offer assorted fruits, snacks, candy, health bars, cheese, salads, nuts, and beverages.
58EC	120	Velocity Bar	Food Service: Bar offering espresso, beverages, cocktails, beer, and wine.
33EC[B]	TBD	Aunt Butchies and Velocity Bar	Food Service offering assorted cakes and pastries; Bar offering beverages, cocktails, beer, and wine.
31EC 32EC	906 849	Revolucion	Food Service: Revolucion shall offer egg dishes, appetizers, salads, sandwiches, quesadillas, tortillas, steak, chicken, grilled shrimp, enchiladas, cocktails, beer, and wine.
North Concourse			
7NC	120	Self-Service Dunkin Donuts and Velocity Bar	Self-Service Dunkin Donuts offering shall include Dunkin Donuts brand doughnuts, coffee, tea, espresso, and lattes, muffins, and bagels, beverages, cocktails, beer, and wine.
4NC	4,266	Loft Kitchen & Bar & Loft Shop	Food Service: The Loft shall offer breakfast foods such as pancakes, waffles, grits, and eggs; lunch and dinner items, including salads, soups, fries, sandwiches, entrees such as meatloaf, crab cakes, macaroni and cheese; kids menu selections; cocktails, beer, and wine.
Ticketing			
2T	769	Dunkin Donuts/Away Café	Food Service: This unit shall include a Dunkin Donuts with their branded doughnuts, coffee, tea, espresso, and lattes, muffins, and bagels and an Away Cafe offering fruit, snacks, Polynesian cocktails, candy, yogurt, assorted juices, nuts, organic bars, non-alcoholic beverages, cocktails, beer, and wine.

Lower Level			
51LL	728	Dunkin Donuts/Cibo Express Gourmet Markets	Food Service: This unit shall include a Dunkin Donuts with their branded doughnuts, and coffee, and a Cibo Market offering fruits, snacks, candy, health bars, cheese, salads, nuts, and assorted juices, and beverages.
53LL	1,387	Jamba Juice & Velocity Bar	Food Service: Jamba Juice shall offer smoothies, energy drinks, yogurt blends, fresh fruit, and bottled water. Bar offering beverages, cocktails, beer, and wine.
Gate Holdroom Plan			Food Service: This gate food service program shall offer delivery service from all of the food service units in the Terminal on the agreed pods.

EXHIBIT B

RESERVED

EXHIBIT C

RESERVED

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

[Concessionaire's Product and Price List by Location and Category,
to be proposed by Concessionaire and subject to Sublandlord's approval]

EXHIBIT F

PROHIBITED ITEMS

[Prohibited Items List, to be agreed upon by Sublandlord and Concessionaire]

EXHIBIT G-1

PORT AUTHORITY M/W/DBE POLICY

As a matter of policy the Port Authority and JetBlue require Concessionaire and Concessionaire shall itself and shall require all general contractors or other construction supervisors and each of Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit G-1. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

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

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

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

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

e. Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Concessionaire and Contractor will meet their obligations hereunder.

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

g. Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Port Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Port Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Port Authority. The determination of the Port Authority shall be final and binding.

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

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

EXHIBIT G-2

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Port Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed $30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

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

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

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

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and

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

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

"Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing.

"Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

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

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

Certification of M/W/DBEs hereunder shall be made by the Office of Regional and Economic Development Department/Small Business Program of the Port Authority. If Concessionaire wishes to utilize a firm not so listed but which the Concessionaire believes should be certified as a M/W/DBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Port Authority from time to time. All such requests shall be in writing, addressed to Ms. Ida Perich, Manager, Certification Programs, or other designee of the Office of Regional and Economic Development Department/Small Business Program, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The

determination of the Port Authority shall be final and binding on the applicant. Contact 212-435-7808 for inquiries or assistance.

EXHIBIT H

PORT AUTHORITY AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY GUIDELINES

I. As a matter of policy the Port Authority and JetBlue hereby require Concessionaire to comply with the provisions set forth hereinafter in this Exhibit H and in Sections 62, 63 and 64 of the Master Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Concessionaire and Concessionaire's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for Minority and female utilization set forth below. Concessionaire shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below.

II. Concessionaire and the Contractor shall each appoint an executive of its Concessionaire to assume the responsibility for the implementation of the requirements, terms and conditions of the following requirements:

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Concessionaire Premises.

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

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

(c) As used herein: (1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury

Department Form 941; and (2) "Minority" – as in the Definitions to the Concessionaire Area Lease.

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

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

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

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

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to Minority or female individuals working at the premises.

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

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each

such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

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

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

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

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

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, JetBlue and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) JetBlue and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

RESERVED

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and JetBlue seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and JetBlue's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. JetBlue requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by JetBlue from time to time as described in Section 10.3 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by JetBlue from time to time as described in Section 10.3 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by JetBlue from time to time as described in Section 10.3 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by JetBlue from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if JetBlue so desires, conduct a price comparison as outlined in Section 10.3 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by JetBlue from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by JetBlue from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if JetBlue so desires, conduct a price comparison as outlined in Section 10.3 of this Sublease.. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of JetBlue in accordance with the Port Authority's street

pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by JetBlue in accordance with the Port Authority's street pricing policy.

EXHIBIT L
CONCESSIONAIRE'S PROPOSAL

IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about August 6, 2007, as amended.

(For the Port Authority)

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

On the 23RD day of JANUARY in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notary seal and stamp)

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

(For JetBlue Airways Corporation)

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

On the 6th day of January in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared George Saver

personally known to me or proved to me on the basis of satisfactory evidence to be the individual~~(s)~~ whose name~~(s)~~ is ~~(are)~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument, the individual~~(s)~~, or the person upon behalf of which the individual~~(s)~~ acted, executed the instrument.

MITCHELL J. NADLER
Notary Public, State of New York
No. 02NA6080750
(notary seal and stamp) Qualified in New York County
Commission Expires 09/23/20 10

(For the Lessee)

STATE OF Pennsylvania)
)ss:
COUNTY OF Bucks)

On the 17 day of November in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Christopher J. Redd

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Brett A. Hetherington
(notary seal and stamp)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Brett A. Hetherington, Notary Public
New Britain Twp., Bucks County
My Commission Expires Sept. 19, 2012
Member, Pennsylvania Association of Notaries

CONSENT TO SUB LEASE AGREEMENT

among

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

JETBLUE AIRWAYS CORPORATION
(Lessee)

and

MARMOT MOUNTAIN, LLC, d/b/a ExOFFICIO
(Sublessee)

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

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-866
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of October 15, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **MARMOT MOUNTAIN, LLC**, dba ExOfficio ("*Sublessee*"), a limited liability company organized and existing under the laws of the State of Delaware with an office and place of business at 2321 Circadian Way, Santa Rosa, California 95401, whose representative is Roger Barton, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

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

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

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or

approval thereto under this Consent, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Section 2.04 "Delivery of Premises; Concessionaire's Work

Generally" – In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(2) For avoidance of doubt, in the Sublease definitions of Port Authority Share and Sublandlord Share, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease).

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

(5) Section 4.01 (a) (iv), "Books and Records" – As between the Sublessee and the Port Authority, paragraph 22 of this Consent shall control over Section 4.01(a)(iv).

5. Required Port Authority Consent. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph.

8. Compliance with Laws. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the

result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee if it is a limited liability entity), managers (in their capacity as managers of the Sublessee if it is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers

and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

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

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

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

required by 14 CFR Part 152, Subpart E, to the same effect.

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

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

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

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

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

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

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

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

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

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

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

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

(viii) The City shall be named as an additional insured or loss payee, as

applicable, under each policy of insurance procured by the Sublessee pursuant to this Consent.

18. Inspection.

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

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

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

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under

this Consent, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

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

22. Business Development and Records.

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

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

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the

Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Sublessee's business and necessary or desirable to keep accurate Books and Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for

non-resettable totals;

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

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

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

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

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

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

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

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

(b) To the extent that the Sublessee has not already done so at the time of execution of this Consent and without limiting the generality of any other term or provision hereof, the Sublessee agrees to submit monthly statements of Gross Receipts and to pay, at the time of execution and delivery of this Consent to the Port Authority, all fees and other amounts, due under this Consent to the Port Authority for the period from the Effective Date to the time of

execution and delivery of this Consent by the Sublessee.

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) With respect to the letter of credit as security for the Port Authority, in connection with the Sublease, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Twenty Four Thousand Four Hundred Dollars and No Cents ($24,400.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

26. Third Party Beneficiary; Enforcement. The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport.

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

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances, including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee, subject to applicable laws and regulations.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under

which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations

regarding human resources and employment matters, to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law. Anything in the Sublease to the contrary notwithstanding, the effect and meaning of this Consent and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

30. No Personal Liability. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

31. Entire Agreement; Amendment. This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

_____
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst. Director CCCMS

(Seal)

~~ATTEST~~: Witness:

L. J. Wunderlich

Secretary Notary

MARMOT MOUNTAIN, LLC

By _____

(Printed Name) Roger T. Barton

(Title) Senior Vice President, Finance & Operations ~~(Member/Manager)~~

(Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By _____

(Printed Name): Richard Smyth

(Title) Vice President, CFO

(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
MJ	SB

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

$47.78 RTB

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed ~~$30~~million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:

[Insert Name of Company]

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

EXECUTION

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

MARMOT MOUNTAIN, LLC, dba ExOfficio, Concessionaire

Dated as of October __, 2008

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of October __, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and MARMOT MOUNTAIN, LLC, a Delaware limited liability company, dba ExOfficio, having an office at 2321 Circadian Way, Santa Rosa, California 95401 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, comprised of concession, office and storage space, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, as set forth in a written notice to Concessionaire.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following, to the extent they occur after the date hereof and result from the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, or from Concessionaire's or others' use and occupancy of the Concessionaire Premises or acts or omissions therein: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire

Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

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

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

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

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

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

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) the day preceding the eight (8th) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately

stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products, to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures,

equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

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

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth in Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than October 15, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concession Premises, subject to the limitations set forth in Article VI of this Sublease: operation of a retail business selling outdoor and adventure apparel for men and women, and travel apparel, including footwear, shirts, pants, shorts, jackets, vests, underwear, hats, bandanas, socks, skirts, dresses, luggage, travel books, and travel accessories, and other products typically sold in ExOfficio stores; general and administrative offices (office portions of the Concessionaire Premises only); and storage (storage portions of the Concession Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

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

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public in the Concessionaire Premises, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Buildout Costs, using straight line amortization over an eight year period beginning on the Rent Commencement Date, calculated on a daily basis using a 365 day year.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term. The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than eight (8) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term (a) without cause upon not less than thirty (30) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or

cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until October 15, 2008 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,000 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the

Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment

for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after January 1, 2009 (the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to January 1, 2009, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

(d) The Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date shall be based on enplaned passenger projections of enplanements (the "Estimated Year 1 Enplanements"). Notwithstanding the foregoing, if on the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, the Minimum Annual Guarantee is less than , the Minimum Annual Guarantee shall automatically increase to an amount equal to plus annual escalations through such date as though was the Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date, and the Monthly MAG Payment shall be adjusted accordingly, and thereafter the Minimum Annual Guarantee shall escalate on an annual basis in accordance with the escalation formulas set forth in the definition of Minimum Annual Guarantee above. Such determination of the change in enplanements shall be made by Sublandlord in good faith and set forth in a notice to Concessionaire.

SECTION 3.02 Reconciliation. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any Annual Period

exceeds the total Rent due and owing for such Annual Period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made by mail to JetBlue Airways Corporation, 19 Old Kings Highway South, Darien, Connecticut 06820, Attn: Accounts Payable, or via the following wire transfer instructions:

Bank: Citibank N.A.
ABA Number: 021000089
Account Number:

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

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

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

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's corporate offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's corporate offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port

Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

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

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on thirty (30) days' notice to Concessionaire that copies of any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States

Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement

executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is

erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings. If Concessionaire fails to provide such as-built drawings in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided

that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord or the Port Authority of the rights granted under this paragraph entitle Concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, (ii) the Initial Buildout Costs, and (iii) all Mid-Term Refurbishments

upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the eighth (8th) anniversary of the Rent Commencement Date as result of a Discretionary Revocation under Section 25.18 or for any other reason other than (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment.

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due to Concessionaire, arising from or related to a termination or expiration of the Sublease as described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive, consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Buildout Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell retail merchandise and services to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell the items listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may from time to time be amended by Sublandlord. Concessionaire must submit a written request for such changes to the Sublandlord Concession Manager for review and Concessionaire must receive written authorization from the Sublandlord Concession Manager before menu items may be added or prices may be increased.

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and

regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the

Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire 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 consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the

said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Lease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

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

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Intentionally Omitted.

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and except as otherwise stated herein, the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated, and the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, and the minimum hours of operation shall be determined by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public, provided that the minimum hours of operation per day for the first ninety (90) days following the Operational Commencement Date shall be 6:00am to 11:00pm continuously. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation.

After the first ninety (90) days following the Operational Commencement Date of each

specific location constituting part of the Concessionaire Premises, the hours of operation may be changed upon submittal of a specific and substantiated request by Concessionaire and receipt of prior written approval from Sublandlord, not to be unreasonably withheld.

Subject to the foregoing, all locations constituting part of the Concessionaire Premises shall remain open to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandise. Concessionaire shall sell the items listed in Exhibit E in the designated locations. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the

Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

(e) Notwithstanding anything in this Section to the contrary, Concessionaire's compliance with the pricing provisions of this Section shall be deemed if the prices charged by Concessionaire do not exceed the manufacturer's suggested retail price for the applicable item.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and

nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer a discount on the price of all products and merchandise, excluding reading material and tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite,

clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal

Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Mid-Term Refurbishment.

(a) Prior to the last one hundred eighty (180) days of the fourth anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first ninety (90) days after the fourth anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such refurbishments shall be a minimum of Sixty-Six Thousand Five Hundred and 00/100 Dollars ($66,500.00) for the Concessionaire Premises. All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises for which Concessionaire is responsible under the terms of this Sublease shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on

carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute such further agreements, in form and substance reasonably acceptable to Concessionaire, that are required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards and agreements consistently applied to Concessionaire and the other Retail Concessionaires.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within twenty (20) days after the filing thereof, cause such lien to be

released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to

Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$5,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Host Liquor Liability	$5,000,000 OCC
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	100% of Replacement Value of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by

insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Unless otherwise agreed to, prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay the construction deposit to Sublandlord as detailed in Section 6.09 of the Tenant Design Manual.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines,

environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by,

Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance for which Concessionaire is responsible hereunder and which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof, or existing as of the date of this Sublease, or which have migrated onto the Concessionaire Premises from elsewhere in the Master Lease Premises;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and

reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the

Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, such transfer shall not be deemed a breach of this Section, provided that Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs, provided, further, that Sublandlord shall reimburse Concessionaire for Fifty Percent (50%) of its Unamortized Capital Investment as a result of any such termination.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises or any Master Lease Premises property or operations, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored with due diligence by Sublandlord. Any damage caused to the Airport or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve

Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at Sublandlord's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Total Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is totally destroyed or damaged by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until (i) such space is repaired and restored, (ii) such space is temporarily replaced with other space reasonably sufficient to allow Concessionaire to operate, if such space is reasonably available, or (iii) this Sublease terminates, as the case may be, all in accordance with this Section. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In either such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire during any repair or restoration period or upon a termination of this Sublease as set forth above.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord and the Port Authority immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace or notice and cure period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire

shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property as a result of the acts or omissions of Concessionaire to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within fifteen (15) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the

Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps-necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire a five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or

otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be

paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in

possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it

proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

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

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

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

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord (a) the right to list Concessionaire's name on its website, and (b) a non-exclusive license to use Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a similar or better layout as the Concessionaire Premises, as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business, whereupon, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed

amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs, provided that Rent shall be abated for the period during which Concessionaire is physically unable to operate from either its original space or the Substitution Space. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied

upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master

Lease Premises. Concessionaire shall not permit any employee to begin work until the Port Authority grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

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

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such

defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

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

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict

between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

Marmot Mountain, LLC
2321 Circadian Way
Santa Rosa, California 95401
Attention: Roger Barton

With copy to:

ExOfficio
3314 S. 116th Street
Tukwilla, Washington 98168
Attention: Brady Miller

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, Sublandlord institutes any action or proceeding against Concessionaire relating to the provisions of this Sublease or any default hereunder, Concessionaire shall reimburse Sublandlord for the costs

expenses, including reasonable attorneys' fees and disbursements, incurred by Sublandlord, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release.

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then, provided that no Event of Default has occurred, Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of Twenty-Four Thousand Three Hundred Seventy-Five and 00/100 Dollars ($24,375.00)

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York

District in the amount set forth in the Consent. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name: Richard Smyth
Title: VP Revenue Asset

MARMOT MOUNTAIN, LLC, dba ExOfficio

By: _____
Name:
Title:

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

MARMOT MOUNTAIN, LLC, dba ExOfficio

By: _____
Name: MARK MARTIN
Title: PRESIDENT

EXECUTION

COPY

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

MARMOT MOUNTAIN, LLC, dba ExOfficio, Concessionaire

Dated as of October 15, 2008

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	Approximate Sq. Ft.	Location
Leasable Concession Space		
26CC	1,109	JFK T5 – Center Core, Post-Security
Leasable Office and Storage Space		

EXHIBIT B

RESERVED

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

As set forth in TAA #Y-8087

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

Ex Officio will offer an array of our outdoor, adventure travel, and general travel clothing, shoes and accessories for men, women, and children.

Aside from styling fitting for an active lifestyle, the clothing will have a variety of functional features, including, but not limited to: Water resistant, stretch, wrinkle resistant, sun protective, lightweight, ventilation, moisture wicking, and anti-insect.

Products would include:

Shirts	$20- $85
Pants	$40 -$90
Shorts	$25- $60
Jackets	$50- $250
Vests	$50- $150
Underwear	$10- $25
Hats	$10- $25
Bandanas	$8-$12
Socks	$12- $18
Slacks	$50-$90
Skirts	$40- $70
Dresses	$40- 80
Shoes	$80-$150
Luggage	$40-$200
Travel Accessories	$2- $50
Travel books	$4- 40

Selling space allocation:
30% Women's sportswear
30% Men's sportswear
5% Men's Underwear
5% Women's Underwear
15% Luggage, books, and accessories
15% shoes

Merchandising Techniques:
Layout would have destination/climate/activity merchandising features as well as facilitate travel outfitting.

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises.

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises, excluding relevant videos promoting partners such as Rick Steves and the African Wildlife Foundation

Coin-operated amusement machines

ATM's

Hotel, motel, or ground transportation reservation information

Food and beverages of any kind

Wi-Fi services

Newspapers and magazines

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

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

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H

[Intentionally Omitted]

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

RESERVED

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease.. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a

suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL
IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about January 10, 2007, as amended.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 29TH day of OCTOBER in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

FOR JETBLUE AIRWAYS CORPORATION

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

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

On the 16th day of OCTOBER in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD SMYTH, 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)

JOHN ROSSI
Notary Public, State of New York
No # 02RO6199098
Qualified In Kings County
Commission Expires 01/12/2013

FOR SUBLESSEE

STATE OF California)
) ss.
COUNTY OF Sonoma)

On the 15th day of October in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Roger T. Barton, 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.

L.J. Wunderlich
(notarial seal and stamp)

L.J. WUNDERLICH
COMM. #1720136
NOTARY PUBLIC - CALIFORNIA
SONOMA COUNTY
My Comm. Expires FEBRUARY 22, 2011

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

Port Authority Lease No. AYD-350
Consent to Sublease No. AYE-199
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of September 1, 2011 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **PARADIES – JFK, LLC** ("*Sublessee*"), a corporation organized and existing under the laws of the State of New York with an office and place of business at 5950 Fullton Industrial Boulevard, Atlanta, Georgia Street, 30336, whose representative is Gregg Paradies, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent Agreement by and among the Airline, Sublessee and the Port Authority;

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

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

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent Agreement pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent Agreement but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent Agreement, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent Agreement nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference

that the Port Authority has granted its consent or approval thereto under this Consent Agreement, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent Agreement and those of the Sublease, this Consent Agreement shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent Agreement then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent Agreement and the said Sublease Section:

(1) Section 2.04 "Delivery of Premises; Concessionaire's Work Generally" – In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(2) For avoidance of doubt, in the Sublease definitions of Port Authority Share and Sublandlord Share, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease).

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

5. Required Port Authority Consent. The granting of this Consent Agreement by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent Agreement at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent

Agreement if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent Agreement, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent Agreement including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent Agreement.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent Agreement and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph.

8. Compliance with Laws. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent Agreement or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent 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 paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent Agreement. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent Agreement or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent Agreement, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent Agreement, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent Agreement by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee if it a limited liability entity), managers (in their capacity as managers of the Sublessee if it is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification,

arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

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

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be

reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

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

(b) The Sublessee is subject to the requirements of the U.S. Department of

Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent Agreement, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent Agreement nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs. Nothing contained in this Consent Agreement or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent Agreement as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent Agreement as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

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

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

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

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

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

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

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

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

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

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

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

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

Consent Agreement.

18. Inspection.

(a) The Port Authority shall have the right by its officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Sublessee of its obligations under this Consent 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 Consent Agreement, the Airline Lease, or otherwise.

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

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

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent Agreement, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent

Agreement or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent Agreement. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

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

22. Business Development and Records.

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

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

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent Agreement, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at

the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent Agreement, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent Agreement, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

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

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

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

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

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

(c) Without implying any limitation on the rights or remedies of the Port Authority or of the Airline under this Consent Agreement or otherwise including without

limitation the right of the Port Authority to revoke this Consent Agreement for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then the Sublessee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent 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(s) or other service charge(s) payable under the provisions of this Consent Agreement or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent Agreement or (ii) any obligations of the Sublessee under this Consent Agreement or the Sublease.

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

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent Agreement and the Sublease shall be made in accordance with Article 3 of the Sublease.

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

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) Upon the execution of this Consent Agreement by the Sublessee and delivery thereof to the Port Authority, the Sublessee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Consent Agreement) the sum of Twenty-nine Thousand Dollars and No Cents ($29,000.00) either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Sublessee, all of the terms, provisions, covenants and conditions of this Consent Agreement on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Sublessee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Sublessee) in a manner satisfactory to the Port Authority. The Sublessee may request the Port Authority to accept a registered bond in the Sublessee's name and if acceptable to the Port Authority the Sublessee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee any expenses incurred by the Port Authority in re-registering a bond to the name of the Sublessee shall be borne by the Sublessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Sublessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Sublessee.

With respect to any bonds deposited by the Sublessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Sublessee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Sublessee. The Sublessee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Sublessee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Sublessee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Sublessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Consent Agreement, and upon condition that the Sublessee shall then be in no wise in default under any part of this Consent Agreement, and upon written request therefor by the Sublessee, the Port Authority will return the deposit to the Sublessee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Sublessee of this Consent Agreement or any part thereof. The Sublessee agrees that it will not assign or encumber the deposit. The Sublessee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Sublessee may at any time during the effective period of the permission under this Consent Agreement offer to deliver to the Port Authority, as security for all obligations of the Sublessee under this Consent Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of Twenty-nine Thousand Dollars and No Cents ($29,000.00). 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 Consent 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 satisfactory letter. Upon notice of cancellation of a letter of credit, the Sublessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) above or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) above. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Consent 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 Consent Agreement on the part of the Sublessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by

the Sublessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) above. The Sublessee 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 Consent Agreement and fulfillment of the obligations of the Sublessee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Sublessee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(c) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent Agreement and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

(d) The Sublessee hereby certifies that its Federal Tax Identification Number is for the purposes of this paragraph.

26. Third Party Beneficiary; Enforcement. The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent Agreement. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent Agreement, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Consent Agreement, the Sublessee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Sublessee recognizes the essential benefit to have continued and full operation of

the Airport as a whole and the Terminal as a transportation center. The Sublessee shall promptly give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all threatened or existing labor-related disruptions directed against the Sublessee at the Terminal, or against its operations thereat, pursuant to this Consent Agreement and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent Agreement which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances including, without limitation, revocation of this Consent Agreement on five (5) days' written notice to the Lessee and the Sublessee.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that a labor organization seeking to represent the employees of the Sublessee after negotiations have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that the Sublessee has extended a written offer to such labor organization to enter into binding mediation to reach such agreement. The labor peace agreement provided in (1), or the notification provided in either (2) or (3) of the preceding sentence, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such actions as the Port Authority may deem reasonable under the circumstances including, without limitation, revocation of this Consent Agreement on five (5) days' written notice to the Lessee and Sublessee, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent Agreement. In the event that the Sublessee has delivered the notification provided in either (2) or (3) of the first sentence of this paragraph, Port Authority reserves the right to require, from time to time during the term of this Consent Agreement, evidence of the Sublessee's continuing compliance with this paragraph 27.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this paragraph 27 shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent Agreement. All Schedules and Exhibits are hereby incorporated and merged into this Consent Agreement and made a part hereof.

(c) This Consent Agreement shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent Agreement or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law. This Consent Agreement and any claim, dispute or controversy arising out of, under or related to this Consent Agreement, the relationship of the parties hereunder, and/or the interpretation and enforcement of the rights and obligation of the

parties hereunder shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to conflict of law principles.

30. No Personal Liability. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of this Consent Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

31. Option to Extend. The Sublessee shall have the right and option to extend the term of the Sublease up to three (3) additional terms of one (1) year upon the same terms as are in effect immediately preceding the period for which such option is exercised, and shall be payable as set forth this Consent Agreement and that there shall be no right and option to extend the period of permission granted under this Consent Agreement beyond the expiration of the last of the said periods for which such option is exercisable. Upon the exercise of any such option, which exercise shall be by notice in writing from the Airline and the Port Authority to the Lessee and Sublessee ninety (90) days prior to the period for which the option is exercised, the period of permission granted under this Consent Agreement shall be deemed extended without the further execution of any further agreement or other instrument.

32. Entire Agreement; Amendment. This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Deputy Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) David Kagan
Assistant Director
Business, Property & Airport Development

ATTEST:

_____
Secretary

PARADIES – JFK, LLC

By _____

(Printed Name) Lou Bottino

(Title) Member/Manager

(Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By _____
(Printed Name): M

(Title) SENIOR VICE President MARKETING AND COMMERCIAL
(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
MY	SB

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

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

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

a. Women;

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

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

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

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

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

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

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

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

Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:

PARADIES – JFK, LLC

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

EXECUTION

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

PARADIES – JFK, LLC, Concessionaire

Dated as of September 1, 2011

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of September 1, 2011, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and PARADIES – JFK, LLC, a New York limited liability company having an office at 5950 Fulton Industrial Boulevard, S.W., Atlanta, Georgia 30336 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a certain portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the three hundred sixty-five (365) day period from and after the Rent Commencement Date, and (b) with respect to each subsequent Annual Period during the Term, if applicable, the three hundred sixty-five (365) day period from and after the preceding anniversary of the Rent Commencement Date, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the earlier of (i) the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, and (ii) September 1, 2011.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire Marks" has the meaning set forth in Section 21.05(a).

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above,

and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

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

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

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

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof.

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, and (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment.

"Expiration Date" means the earliest to occur of (a) October 31, 2016, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of

refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed twenty percent (20%), given by Concessionaire on sales of merchandise or services to its employees, if separately stated, and limited in amount to not more than one percent (1%) of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed twenty percent (20%), required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services to the employees of Sublandlord, if separately stated, and limited in amount to not more than one percent (1%) of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed twenty percent (20%), required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not

refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

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

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and

permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means October 22, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"PCI DSS" shall have the meaning given to such term in Section 8.09(b).

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concessionaire Premises, subject to the limitations set forth in Article VI of this Sublease: (i) operation of a book store, offering for sale merchandise including, by way of example only, (a) books, travel guides and maps, calendars, bookmarks, audio books in all formats, music CDs, movie DVDs, multimedia accessories, greeting cards and stationery, book bags, reading glasses, note pads, pens, pencils, games, children's books and related products, and personal care products, and (b) subject to the certain limitations and the prior written consent of Sublandlord in each and every instance, technology, regional, health and beauty, beverage, and snack products; (ii) general and administrative offices (office portions of the Concessionaire Premises only); and (iii) storage (storage portions of the Concessionaire Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

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

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, all payments of Minimum Annual Guarantee, Percentage Rent, and Additional Rent due hereunder.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public at the Concessionaire Premises, and (b) September 10, 2011.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void *ab initio* and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term.

(a) The term of this Sublease (the "Term") shall commence on the Commencement Date, continue for an initial term of six (6) months and on a month-to-month basis thereafter, and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than six (6) months. Notwithstanding anything in this Sublease to the contrary, during the Term (i) at any time following expiration of the six (6) month initial term, Sublandlord and Concessionaire shall each have the right to terminate this Sublease without cause upon thirty (30) days' written notice to the other party, and (ii) Sublandlord may terminate this Sublease otherwise in accordance with Section 14 hereof.

SECTION 2.03 Sublandlord's Work. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or cause to be done any Sublandlord's Work. Concessionaire shall be solely responsible for, and pay all costs and expenses in connection with, any alterations to the Concessionaire Premises necessary to prepare the same for Concessionaire's use and occupancy thereof, including but not limited to any alterations related to electrical outlets and pipes, wires, conduits and other infrastructure within the Concessionaire Premises needed for the supply of electricity.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until September 10, 2011 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority. On or before the Substantial Completion Date, Concessionaire shall complete, at a minimum, the work described on Exhibit C hereof as "REQUIRED," together with any optional work Concessionaire so chooses, if approved by Sublandlord as set forth herein

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises, as well as the Master Lease Premises were in good and

satisfactory condition, and that all of the Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment

for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and the "Rent Commencement Date" in accordance with the other provisions of this Article. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

SECTION 3.02 Reconciliation. The Rent, excluding Additional Rent, paid monthly pursuant to this Article shall be reconciled annually in accordance with this Section such that the amount of Rent, excluding Additional Rent, paid by Concessionaire to Sublandlord during each Annual Period shall equal the greater of the Minimum Annual Guarantee or the Percentage Rent due for such annual period. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon but excluding Additional Rent) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any Annual Period exceeds the total Rent due and owing for such Annual Period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease. For any payment

period of less than one Annual Period, the Minimum Annual Guarantee shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Annual Period in which the payment period falls.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment and the Monthly Office/Storage Rent, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) Subject to Section 3.02, the computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of a Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first (1st) day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the twentieth (20th) day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to

Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made in one of the following manners:

U.S. Mail, postage pre-paid, addressed to:	*Overnight Courier, pre-paid, addressed to:*	*Wire Transfer to:*
Dallas Lockbox JetBlue Airways P.O. Box 842124 Dallas, TX 75284-2124	Dallas Lockbox Bank of America Lockbox Services Infomart Lockbox 842124 1950 N. Stemmons Frwy Suite 5010 Dallas, TX 75207	Bank: Citibank N.A. ABA No.: 021000089 Account No.: REF T5 Utique Concession Payment

or to such other officer or address or account as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b)

without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

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

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

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's corporate offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's corporate offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

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

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to

Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each Annual Period, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding Annual Period pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts, by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the Annual Period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each Annual Period during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken no later than one hundred eighty (180) days after the end of the Annual Period for which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the

Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings. If Concessionaire fails to provide such as-built drawings in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if

Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord or the Port Authority of the rights granted under this paragraph entitle Concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of in the aggregate (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30)

days after issuance of such statement. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, and (ii) the Initial Buildout Costs, upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 No Reimbursement of Capital Investment. Sublandlord and Concessionaire acknowledge and agree that, in the event this Sublease is terminated for any reason whatsoever, including but not limited to as result of a Discretionary Revocation under Section 25.18, neither Sublandlord nor the Port Authority shall have any obligation to reimburse Concessionaire for all or any portion of any capital investment by Concessionaire in the Concessionaire Premises (including but not limited to Concessionaire's Minimum Initial Investment), amortized or unamortized, nor shall any obligations, damages, reimbursements, or compensation whatsoever be due to Concessionaire arising out of such termination or expiration of the Sublease. Under no circumstances shall Sublandlord or the Port Authority be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive, consequential, incidental or special damages, related to such termination or expiration of the Sublease.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell retail merchandise and services to passengers, employees, other airport workers, and the traveling public, all in accordance with the terms and conditions contained in this Sublease. Concessionaire shall (i) sell only the items as set forth on Exhibit E, attached hereto, or products otherwise approved by Sublandlord in writing, which products shall be available at the Concessionaire Premises at all times, and (ii) sell such approved products only at the prices as set forth on Exhibit E, attached hereto, or prices otherwise approved by Sublandlord in writing. In the event Concessionaire desires to modify the approved products or prices, Concessionaire must submit a written request for any such changes to the Sublandlord Concession Manager for review, and Concessionaire must receive written authorization from the Sublandlord Concession Manager before products may be added, removed, or prices may be adjusted.

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

(f) Concessionaire agrees to offer employment to any interested and eligible individuals previously employed as management or staff at the Borders, Inc. bookstore formerly operated at the Concessionaire Premises, provided that such individuals are properly qualified and otherwise meet Concessionaire's employment standards.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concessionaire Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concessionaire Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-

public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire in connection with its continuing operation, maintenance and repair of the Concessionaire Premises, or any portion thereof, and in connection with every award or agreement for consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Sublease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty

(20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

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

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation. Concessionaire hereby represents, warrants, and covenants as follows:

(a) Concessionaire was selected as a Airport Concessions Disadvantaged Business Enterprise (an "ACDBE"), and its subtenancy under this Sublease is subject to the provisions of this Section and the requirements set forth in Exhibit H attached hereto.

(b) Concessionaire shall use the Concessionaire Premises, and shall keep and maintain the necessary books of account and records, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 23, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(c) Concessionaire is now, or will be prior to the Operational Commencement Date, qualified as an ACDBE to the extent and by virtue of an ACDBE participation of at least Twenty Percent (20%) of Concessionaire's Gross Receipts for each Annual Period throughout the Term of this Sublease. Concessionaire shall, at all times during the Term, maintain its status and qualification as such pursuant to the requirements set forth in this Section and Exhibit H attached hereto. In furtherance of the foregoing:

(i) Any ACDBE participation agreement between Concessionaire and its selected ACDBE shall provide for meaningful involvement of the ACDBE in the activities, management, operations and revenues of the Concessionaire operations. Concessionaire shall provide written quarterly reports to Sublandlord, in form and detail reasonably satisfactory to Sublandlord, as to the ACDBE participation. At any time the ACDBE participation level drops below the established ACDBE participation goal stated

in this Section, Concessionaire shall take immediate corrective measures to ensure that the ACDBE participation is increased to the established participation goal. Concessionaire shall provide written reports to the Sublandlord documenting such efforts. For a period of at least six (6) months, Concessionaire shall provide assistance to its ACDBE participants, including administrative support, purchasing, inventory control, and management and marketing techniques; and

(ii) If Concessionaire determines an ACDBE is unwilling or unable to perform satisfactorily under this Sublease, Concessionaire shall immediately replace such ACDBE with another ACDBE, maintaining or exceeding the participation percentage of the substituted ACDBE. Requests for substitutions must be submitted to the Sublandlord and the Port Authority for approval prior to substitution.

(d) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any ACDBE provisions in this Sublease, Sublandlord and the Port Authority may take appropriate action to enforce compliance, or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from either Sublandlord or the Port Authority, Sublandlord or the Port Authority, as the case may be, shall have the right to terminate this Sublease and the letting hereunder, and with respect to any such termination by the Port Authority such termination shall have the same force and effect as a revocation of the Consent, or Sublandlord and the Port Authority may pursue such other remedies as may be provided by law.

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

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall remain open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least the last actual departure at the Master Lease Premises on such day. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the

Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation.

The minimum hours of operation for the initial term of six (6) months shall be from 5:00 a.m. to 10:30 p.m., daily. After the initial term of six (6) months, the hours of operation may be changed upon submittal of a specific and substantiated request by Concessionaire and receipt of prior written approval from Sublandlord.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandise. Concessionaire shall sell only the retail products listed in Exhibit E, attached hereto, and such other items as may be approved in writing by Sublandlord in accordance with the terms hereof. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect

to price comparisons for each retail product, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the Term, Concessionaire shall at least twice per calendar year provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per calendar year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer the following discounts on the price of products and merchandise, excluding tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification: books, travel guides, maps, audio books (in all formats), CDs, DVDs, and children's books – 10% discount; all other products and merchandise – 20% discount. Such discounts shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks.

(a) At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

(b) Concessionaire hereby represents, warrants, and covenants to Sublandlord that (i) Concessionaire shall be solely responsible for the security of credit and debit cardholder data that it possesses in connection with its business operations on the Concessionaire Premises, including but not limited to the functions relating to storing, processing, and transmitting such cardholder data, and (ii) Concessionaire complies, and will continue to comply at all times during the Term hereof, with all applicable requirements of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, and has performed the necessary steps to validate its compliance with the PCI DSS. Upon request of Sublandlord, Concessionaire shall promptly provide evidence reasonably satisfactory to

Sublandlord of Concessionaire's compliance with this Section 8.09(b). Failure to comply with this Section 8.09(b) shall be an Event of Default under Section 17.01 hereof.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the Term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving

area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations.

Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each calendar year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes,

or equipment.

SECTION 10.06 Intentionally Omitted.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and Other Concessionaires similarly situated. As of the Commencement Date hereof, Concessionaire's proportionate share of such costs is estimated to be $782.60 per month, subject to adjustment based upon actual costs.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord's standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within fifteen (15) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the

validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications services at the Concessionaire Premises to the extent necessary to conduct the Permitted Operations. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire

shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event Concessionaire install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Concessionaire shall be permitted to install and operate refrigerators and/or coolers in accordance with and as set forth in the final, approved Plans and Specifications, and any changes to the number or size of such refrigerators and/or coolers during the Term shall require the express written consent of Sublandlord.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, telecommunications or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonable control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$5,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Host Liquor Liability	Not Applicable
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	100% of Replacement Value of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Intentionally Omitted.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and

improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which

Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on

the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Master Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of

Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so

directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an

agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire (i) is a corporation or limited liability company whose stock or membership interests, as the case may be, are publicly traded on a national securities exchange or on the "over-the-counter" market, and (ii) fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, then Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises or any Master Lease Premises property or operations, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored with due diligence by Sublandlord. Any damage caused to the Airport or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at

Sublandlord's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guarantee shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Total Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is totally destroyed or damaged by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until (i) such space is repaired and restored, (ii) such space is temporarily replaced with other space reasonably sufficient to allow Concessionaire to operate, if such space is reasonably available, or (iii) this Sublease terminates, as the case may be, all in accordance with this Section. The amount of the rent abatement shall

be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In either such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire during any repair or restoration period or upon a termination of this Sublease as set forth above.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord and the Port Authority immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Sublandlord to Concessionaire of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within fifteen (15) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or

similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Security Deposit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps-necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date,

but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Concessionaire Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term,

whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been

relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term

(including all Annual Periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of Rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given calendar year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord Rent for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to

surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

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

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

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

SECTION 21.05 Tenant Directory, Etc.

(a) Concessionaire hereby represents, warrants, and covenants to Sublandlord that (i) Concessionaire owns or has obtained, and will continue to own or maintain at all times during the Term hereof, the necessary rights to use the trademarks, trade names, trade dress, service marks, copyrights, and other intellectual property used by Concessionaire in connection with its business operations at the Concessionaire Premises (collectively, "Concessionaire Marks"), (ii) Concessionaire has the right to grant the license for the Concessionaire Marks described in Paragraph (b) hereof, and (iii) none of the Concessionaire Marks infringe on any third party property rights. Upon request of Sublandlord, Concessionaire shall promptly provide evidence reasonably satisfactory to Sublandlord of Concessionaire's compliance with this Section 21.05(a), including but not limited to complete copies of any intellectual property license agreements or other related documents. Failure to comply with this Section 21.05(a) shall be an Event of Default under Section 17.01 hereof.

(b) Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord a royalty-free, non-exclusive license to use Concessionaire Marks, provided that such use shall be limited to the following: (a) listing Concessionaire's name on Sublandlord's website, and (b) inclusion of Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

(c) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(d) Concessionaire and Sublandlord agree to cooperate to determine an acceptable name for the store concept operated at the Concessionaire Premises, such name subject to the express written consent of Sublandlord.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 hereof regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a similar or better layout as the Concessionaire Premises, as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business, whereupon, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for construction and/or installation of leasehold improvements, moving, and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises

or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices

whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees and subcontractors assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees and subcontractors. Clearance is required for all employees and subcontractors upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee or subcontractor to begin work until the Port Authority grants clearance to each individual employee and/or subcontractor.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

(a) Concessionaire hereby represents and warrants to Sublandlord and the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Concessionaire is not, and shall not become, a person or entity with whom Sublandlord or the Port Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with such persons or entities. Concessionaire acknowledges that Sublandlord is entering into this Sublease, and the Port Authority is entering into the Consent, in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Sublandlord to enter into and execute this Sublease and the Port Authority to enter into and execute the Consent. In the event of any breach of any of the foregoing representations and warranties by Concessionaire, Sublandlord shall have the right, in addition to any and all other remedies provided under this

Sublease or at law or in equity, to immediately terminate this Sublease upon written notice to the Concessionaire, and the Port Authority shall have the right, in addition to any and all other remedies provided under the Consent or at law or in equity, to immediately revoke the Consent upon written notice to the Concessionaire. Concessionaire further acknowledges that there shall be no cure for such a breach. In the event of any such termination by Sublandlord or revocation by the Port Authority, Concessionaire shall, immediately on receipt of Sublandlord's termination notice or the Port Authority's revocation notice, cease all use of and operations permitted under this Sublease and surrender possession of the Concessionaire Premises to Sublandlord without Sublandlord being required to resort to any other legal process. Termination or revocation on the aforedescribed basis shall be deemed a termination or revocation for cause.

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

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

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of

such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the

method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Senior Vice President, Marketing and Commercial Strategy

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

Paradies – JFK, LLC
5950 Fulton Industrial Boulevard
Atlanta, Georgia 30336
Attention: Gregg Paradies

With a copy to:

Paradies – JFK, LLC
5950 Fulton Industrial Boulevard
Atlanta, Georgia 30336
Attention: Bruce Feuer

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, Sublandlord institutes any action or proceeding against Concessionaire relating to the provisions of this Sublease or any default hereunder, Concessionaire shall reimburse Sublandlord for the costs expenses, including reasonable attorneys' fees and disbursements, incurred by Sublandlord, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release. This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise

meeting the qualifications set forth in this Section, and having an office within the Port of New York District at which a letter of credit may be presented for drawing, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, the parties acknowledge and agree that (i) pursuant to that certain Concessionaire Sublease Agreement dated as of October 13, 2008 by and between Sublandlord and Concessionaire, Concessionaire has previously delivered a letter of credit in favor of Sublandlord, in the amount of Seven Hundred Thirty Thousand Six Hundred Eighty-Five and 00/100 Dollars ($730,685.00), and (ii) subject in all respects to the terms of this Section 25.19, such existing Letter of Credit will be deemed the Security Deposit in favor of Sublandlord required hereunder.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount set forth in the Consent. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease originals or copies of (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the

Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

PARADIES – JFK, LLC

By: _____
Name: Gregg S. Paradies
Title: President and Chief Executive Officer

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	**Approximate Sq. Ft.**	**Location**
38CC	1,815	See attached diagram

[premises diagram attached]

EXHIBIT B

RESERVED

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises:

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

ATM's

Hotel, motel, or ground transportation reservation information

Wi-Fi services

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

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

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H
(Schedule G to the Consent)

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint 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 Concessionaire in its performance of the Sublease, Concessionaire shall use, to the maximum extent feasible and consistent with 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, 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.

ARTICLE XXVI. 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 (as may be increased by inflation, as provided in applicable Federal Regulations) and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management

and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the 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 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.

Concessionaire's breach of its obligations under 49 CFR Part 23 shall be a default by Concessionaire and shall entitle the Port Authority to exercise all of its contractual and legal remedies including revocation of the Consent.

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

RESERVED

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked

and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

RESERVED

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 1st day of May in the year 2012, 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)

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

FOR JETBLUE AIRWAYS CORPORATION

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

On the 30 day of MARCH in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared MARTIN ST. GEORGE, 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)

JOHN ROSSI
Notary Public, State of New York
No # 02RO6199098
Qualified in Kings County
Commission Expires 01/12/2013

FOR SUBLESSEE

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On the 14th day of March in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Lou Bottino, 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)

Deborah W. Croker
Notary Public
Coweta County, GA
My Commission Expires 8/8/2014

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

Port Authority Lease No. AYE-043
Consent to Sublease No. AYD-350
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of October 22, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **JP MORGAN CHASE BANK, NATIONAL ASSOCIATION** ("*Sublessee*"), a national banking association formed pursuant to the laws of the United States with an office and place of business at 1 Chase Manhattan Plaza, 30th Floor, New York, NY 10081, whose representative is Greg Garden, VP, ATM Regional Manager, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

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

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

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained,

shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Section 2.04 "Delivery of Premises; Concessionaire's Work Generally" – In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(2) For avoidance of doubt, in the Sublease definitions of Port Authority Share and Sublandlord Share, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease).

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 4.01 (a) (iv), "Books and Records" – As between the Sublessee and the Port Authority, paragraph 22 of this Consent shall control over Section 4.01(a)(iv).

(5) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

5. Required Port Authority Consent. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the

Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph.

8. Compliance with Laws. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing,

late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee if it a limited liability entity), managers (in their capacity as managers of the Sublessee if it is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with

the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

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

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all

terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

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

affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. City Lease Provisions.

(a) Certain Definitions.

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

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

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

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

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

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

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

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the City Lease that arise out of the Sublessee's operations at the Airport, or arise out of the acts or omissions of the Sublessee's officers, employees, agents representatives, contractors, customers, business visitors and guest at the Airport with the Sublessee's consent;

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

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

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which shall provide the Port

Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

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

18. Inspection.

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

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

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

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

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

22. Business Development and Records.

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

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

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the

Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping

systems, for recording orders taken, or services rendered, as may be appropriate to the Sublessee's business and necessary or desirable to keep accurate Books and Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

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

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

(ii) if any Books and Records are maintained outside of the Port of New York District, then the Port Authority in its sole discretion may (x) require on ten (10) days' notice to the Sublessee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Sublessee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Sublessee shall

pay to the Port Authority when billed all costs and expenses of the Port Authority, as determined by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

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

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

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

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

(b) To the extent that the Sublessee has not already done so at the time of

execution of this Consent and without limiting the generality of any other term or provision hereof, the Sublessee agrees to submit monthly statements of Gross Receipts and to pay, at the time of execution and delivery of this Consent to the Port Authority, all fees and other amounts, due under this Consent to the Port Authority for the period from the Effective Date to the time of execution and delivery of this Consent by the Sublessee.

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) With respect to the letter of credit as security for the Port Authority, in connection with the Sublease, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Sixty-eight Thousand Four Hundred Dollars and No Cents ($ 68,400.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration

of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

(c) The Sublessee hereby certifies that its Federal Tax Identification Number is

26. Third Party Beneficiary; Enforcement. The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport

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

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that a labor organization seeking to represent the employees of the Sublessee after negotiations have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that the Sublessee has extended a written offer to such labor organization to enter into binding mediation to reach such agreement. The labor peace agreement provided in (1), or the notification provided in either (2) or (3) of the preceding sentence, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such actions as the Port Authority may deem reasonable under the circumstances including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in either (2) or (3) of the first sentence of this paragraph, Port Authority reserves the right to require, from time to time during the term of this Consent, evidence of the Sublessee's continuing compliance with this Section.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and

(c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law. Anything in the Sublease to the contrary notwithstanding, the effect and meaning of this Consent and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

30. No Personal Liability. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

31. Entire Agreement; Amendment. This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Ronald DeRose
(Title) Asst. Director, CCAS
(Seal)

~~ATTEST:~~
WITNESS

~~Secretary~~ V.P. ASSISTANT GENERAL COUNSEL

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

By _____
(Printed Name) Gregory Gardella
(Title) Vice President, JPMC
(Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By _____
(Printed Name):

(Title) SrVice President MHA
(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
MJ	SB

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION (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:

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

Initialed:

_____
For the Port Authority

_____
For the Sublessee

_____
For the Airline

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein. In the event the signatory to this agreement is a Sublessee of a Port Authority Lessee, the term Concessionaire shall mean the Sublessee herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION, Concessionaire

Dated as of October 22, 2008

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of October 22, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and JP Morgan Chase Bank, National Association, having an office at 1 Chase Manhattan Plaza, 30th Floor, New York, NY 10081 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"ATMs" means, collectively, six (6) new, Chase-branded automated teller machines having all of the functionality, features, and transaction capabilities customarily associated with such machines and otherwise having an appearance acceptable to Sublandlord.

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means September 18, 2008.

"Commencement Date of the Extension Term" has the meaning set forth in Section 2.02(b).

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and

comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) delivery, (ii) placement, and (iii) installation of the ATMs, one at each of the six (6) locations within the Concessionaire Premises as set forth on Exhibit A attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any

other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

"Environmental Requirements" means all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other programs adopted and agreements made by Sublandlord or the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist;

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public; and

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation

Law; the New York State Navigation Law; together, in each case, with any amendment thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof.

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) equipment and furnishings, including the ATMs, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) the day preceding the fifth (5th) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"Extension Election Notice" has the meaning set forth in Section 2.02(b).

"Extension Term" has the meaning set forth in Section 2.02(b).

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises;

provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products, to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed twenty percent (20%), required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port

Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

"Hazardous Substances" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and other substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted,

prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth in Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the

previous calendar month, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than October 22, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concessionaire Premises, subject to the limitations set forth in Article VI of this Sublease: operation of the ATMs therein to provide banking services and transactions to users of the Master Lease Premises, including JetBlue passengers and employees, airport workers, and the traveling public, all in accordance with the terms and conditions contained in this Sublease.

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

"Port Authority" means The Port Authority of New York and New Jersey, a body corporate and politic as established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America.

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means September 18, 2008.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has

been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term; Extension Option.

(a) The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than five (5) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term in accordance with Section 14 hereof.

(b) Sublandlord shall have the right to extend the Term for one (1) additional term of one (1) year commencing on the date immediately following the Expiration Date (the "Commencement Date of the Extension Term") and ending on October 21, 2013 (the "Extension Term"), upon and subject to the provisions of this paragraph. Not later than one hundred twenty (120) days prior to the Expiration Date, Sublandlord shall notify Concessionaire of its election to extend or not to extend the Term (the "Extension Election Notice"), which election shall be at the sole discretion of Sublandlord, provided that if Sublandlord fails to deliver the Extension Election Notice by the date that is one hundred twenty (120) days prior to the Expiration Date, Concessionaire shall send Sublandlord a notification requesting the Extension Election Notice within ten (10) days of such date. Sublandlord shall send Concessionaire the Extension Election Notice within fifteen (15) days after receipt of such request from Concessionaire. If Sublandlord

elects to extend the Term, the Rent during such the Extension Term shall escalate and be payable in accordance with Article III as though the original Term continued through the Extension Term, and the Expiration Date shall thereafter be deemed to be October 21, 2013.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until October 15, 2008 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises,

the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after January 1, 2009 (the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to January 1, 2009, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

SECTION 3.02 Reconciliation. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any Annual Period exceeds the total Rent due and owing for such Annual Period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any

remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period, and (v) a statement of transactions by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period showing the transaction count, broken down by surcharged and non-surcharged transactions. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other reasonable information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an

Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to

Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made in one of the following manners:

U.S. Mail, postage pre-paid, addressed to:	*Overnight Courier, pre-paid, addressed to:*	*Wire Transfer to:*
Dallas Lockbox JetBlue Airways P.O. Box 842124 Dallas, TX 75284-2124	Dallas Lockbox Bank of America Lockbox Services Lockbox 841895 1401 Elm Street, 5th Floor Dallas, TX 75202	Bank: Citibank N.A. ABA No.: 021000089 Account No.:

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under this Sublease;

(ii) not divert, or cause or allow to be diverted, any business from the Master Lease Premises or the Airport;

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without

limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to Concessionaire's business and necessary or desirable to keep accurate Books and Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on thirty (30) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port

Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraph (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

(f) All information received from any audit or inspection of Concessionaire's Books and Records shall be maintained in confidence and shall not be disclosed to any third party other than agents and professionals assisting with the audit or inspection, or the evaluation of the results thereof.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a responsible financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts, by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire, including the ATMs installed as part of Concessionaire's Work, shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the Plans and Specifications. If Concessionaire fails to provide such Plans and Specifications in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement,

alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord of the Port Authority of the rights granted under this paragraph entitle concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of (the "Minimum Initial Investment"). Excluded Costs, other than the cost of the ATMs, shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, (ii) the Initial Buildout Costs, and (iii) all Mid-Term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such

reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Intentionally Omitted.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall operate the ATMs to provide banking services to users of the Master Lease Premises, including JetBlue passengers and employees, airport workers, and the traveling public, in accordance with the terms and conditions contained in this Sublease.

(b) No portion of the Concessionaire Premises, including the ATMs, may be used for storage or office purposes, provided that Concessionaire shall have the right to store supplies and materials used in connection with the operation of each ATM within such ATM, provided, further, that any such storage use of an ATM and the Concessionaire Premises must be completely hidden from public view and physically contained within the applicable ATM, and in no event shall materials or supplies be stored on top of, behind or around any ATM.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect

at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines (other than the ATMs) in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines (other than the ATMs) dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to

encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire 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 consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Sublease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle

A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) Concessionaire shall include the provisions of paragraph (a) of this Section in every sublease, agreement or concession it may make pursuant to which any Person or Persons, other than Concessionaire, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such covenant.

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

(d) Concessionaire shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from Concessionaire's noncompliance with any of the provisions of this Section and Concessionaire shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Intentionally Omitted

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The ATMs shall be open and operating to serve the public seven (7) days per week, twenty-four (24) hours per day. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. No facilities shall be blocked off or closed at any time during the hours of operation.

SECTION 7.02 Delivery of Goods; Stocking.

(a) Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, money, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods and money to the Concessionaire Premises shall be scheduled during non-peak hours, and Concessionaire shall use commercially reasonable efforts to minimize disruption to the Master Lease Premises and Sublandlord's operation thereof during the course of any deliveries, re-stocking, or maintenance and repair in connection with the ATMs.

(b) Concessionaire shall comply with all applicable JetBlue, Port Authority, and other governmental rules and regulations when re-stocking the ATMs, including rules and regulations regarding armored vehicles and personnel in and around the Master Lease Premises. If Concessionaire requires security services in connection with re-stocking the ATMs or otherwise in order to fulfill its obligations under this Sublease, Concessionaire shall be solely responsible for arranging and paying the costs of such services. In addition, Concessionaire shall be solely responsible for all other costs and expenses of compliance with its obligations under this Section.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Intentionally Omitted.

SECTION 8.02 Quality of Service. Concessionaire shall at all times maintain the Concessionaire Premises in good working order and condition, and further more shall maintain the ATMs in good working order and condition, adequately stocked with currency, and otherwise in a condition capable of serving the needs of the passengers, airport workers, traveling public and other users of such ATMs.

SECTION 8.03 Pricing.

(a) Concessionaire shall charge a surcharge of One Dollar and Seventy Five Cents ($1.75) on each surcharged ATM transaction. Provided that Concessionaire complies at all times with the foregoing requirement, Concessionaire shall be deemed in compliance with the requirements of Sections 8.03(c), 8.03(d), and 8.03(e) below.

(b) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto.

(c) Subject to the foregoing Section 8.03(b), with respect to price comparisons for each retail, food, and beverage item and service sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail banking outlets in the New York Metropolitan Area that offer similar services and are comparable in concept and

quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include ATMs in hotels, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business offering like services to the public or there are outlets of the same brand in the New York Metropolitan area, then prices or surcharges at the Concessionaire Premises shall be the same or lower than as the prices and surcharges charged at the non-airport location(s).

(d) During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices and surcharges it charges in the Master Lease Premises with the prices and surcharges charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The services used in the foregoing price comparisons shall be the ten (10) services offered by Concessionaire having the highest transaction volume.

(e) Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty (20) services selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(f) Prior to introducing new products or services at any time during the Term of the Sublease, Concessionaire shall submit prices and surcharges, and appropriate comparisons, to Sublandlord for review and written approval.

SECTION 8.04 Intentionally Omitted.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, including the ATMs and all other equipment and materials used by Concessionaire therein, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises, including the ATMs and all other equipment and materials used by Concessionaire therein, in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best

industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Intentionally Omitted.

SECTION 8.09 Other Operating Standards.

(a) Subject to the other provisions of this Section, the ATMs shall have no less functionality and service than any other automated teller machine operated by Concessionaire at other locations outside of the Master Lease Premises. In all events, the following minimum standards shall apply to the ATMs and Concessionaire's operation thereof:

(i) Concessionaire shall be responsible for the installation and servicing of all ATMs.

(ii) Concessionaire shall provide appropriate preventative maintenance and routine service to ensure all ATMs remain in fully operational condition at all times, and any supplies or equipment required in connection with the operation of the ATMs shall be stored completely within the ATMs, offsite or otherwise outside of public view.

(iii) The ATMs shall be freestanding, self-contained units that are aesthetically appealing, functional and resistant to rough usage as well as vandalism. Each ATM plus any proposed enclosures shall be subject to the approval of Sublandlord prior to installation.

(iv) The ATMs shall have a color CRT.

(v) The ATMs shall have system management capabilities for predicting, assisting, and reporting maintenance, plus alerts when cash replenishments are needed.

(vi) Concessionaire must respond to ATM service calls and replenishment of funds requests within four (4) hours of notification. Each ATM shall bear in a plainly visible location Concessionaire's name, the ATM machine number, and its specific location, and have a twenty-four (24) hour, seven (7) days per week toll-free telephone number to call for inquiries, maintenance issues, customer service issues, and complaints.

(vii) Concessionaire shall provide new, unused ATM equipment. Refurbished or used ATMs shall not be installed within the Concessionaire Premises.

(viii) Each ATM must have the capability of executing transactions utilizing various credit, debit, and automated teller machine cards. The ATMs shall access, at a minimum, two (2) national networks (i.e., Cirrus, Pulse, etc.) as well as Visa, MasterCard and American Express flowing debit card networks.

(ix) The ATMs shall display all written directions necessary to instruct customers in the operation of the ATM, provide a list of ATM transaction fees and

surcharges prior to customer commitment to conduct the transaction, or any other fees charged, and to whom the transaction fees and/or surcharges apply.

(x) The ATMs shall conduct all transactions in United States currency and use twenty-dollar bills as a primary denomination for withdrawals, and other denominations as well.

(xi) Each ATM unit must be equipped with an anti-theft/vandalism alarm system.

(xii) ATM transaction fees or surcharges for the use of the units within the Master Lease Premises may not exceed the use charges at Concessionaire's ATM units that are currently located within the New York Metropolitan Area.

(xiii) The ATMs shall have the capability of being programmed in at least two languages, which must include English and Spanish.

(xiv) The ATMs shall have the ability to perform the following minimum transaction types: cash withdrawals, account/balance inquiries, fund transfers, credit card advances, and such other transactions as permitted by the governing network regulations.

SECTION 8.10 Intentionally Omitted.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) If applicable, Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager

assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Intentionally Omitted.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the

Concessionaire Premises, including the ATMs, in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of the ATMs, worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Mid-Term Refurbishment.

(a) Prior to the last one hundred eighty (180) days of the third anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first ninety (90) days after the third anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the ATMs such that such ATMs shall continue to be state-of-the-art and otherwise comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, the ATMs and all other equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them, and the areas in and around them, free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the other Retail Concessionaires.

(b) Sublandlord or its authorized agents shall be the sole but reasonable judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord's reasonable standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within twenty (20) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive other communications services at the Concessionaire Premises to the extent necessary to conduct the Permitted Operations. Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonable control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from a company having a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury,

including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$5,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Host Liquor Liability	$5,000,000 OCC
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	100% of Replacement Value of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand

Dollars ($100,000) for money and securities on or off premises, transit coverage, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease, upon written request and only at the JPMC Corporate Insurance Services Office of JPMC during regular office hours. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such commercially reasonable other and additional insurance, in such reasonable amounts against such other reasonably insurable hazards, as Sublandlord may reasonably deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option upon giving reasonable written advance notice of not less than ten (10) days to Concessionaire of its intent to do so, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Intentionally Deleted.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible for insureds such as Concessionaire on said Concessionaire Premises and improvements. Concessionaire shall furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-".

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of

insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions to the extent arising out of the negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims to the extent arising out of the negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission; (c) any condition created in or about the Concessionaire Premises by Concessionaire or its employees, contractors or agents, including any accident, injury or damage occurring on or about the Concessionaire Premises

after the date on which Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of clauses (a) through (d) above, the acts or omissions of "Concessionaire" shall be deemed to include the acts or omissions Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others at the request or with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises if introduced by Concessionaire in the first instance. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of

Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Master Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of

Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in

accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section, unless the stock of the Parent is publicly traded on a national securities exchange or on the "over the counter" market. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, in which case JP Morgan Chase Bank, N.A. is not the surviving entity, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent

which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire (i) is a corporation or limited liability company whose stock or membership interests, as the case may be, are publicly traded on a national securities exchange or on the "over-the-counter" market, and (ii) fails to obtain the consent of both Sublandlord and the Port Authority, where such consent is required hereunder, to any transfer of a type described in clauses (c) or (d) above, then Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire

Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Complete Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is completely destroyed by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until such space is temporarily replaced with other space(s) sufficient to allow Concessionaire to operate, if such space is reasonably available. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Sublandlord to Concessionaire of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) Intentionally Deleted.

(c) if the Concessionaire Premises shall become deserted or abandoned by Concessionaire; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within twenty (20) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or

of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps-necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire a five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without

notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations.

Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below, to the extent applicable to the Permitted Operations, could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts set forth below for violation of this Sublease terms addressing the referenced subject matter, to the extent applicable to the Permitted Operations, are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that, to the extent applicable to the Permitted Operations, imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by

Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. No sanction shall be imposed under this Section 17.03 for a Sublease violation unless such Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation. After two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the

Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising,

promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

(b) Except with the prior written consent of the Port Authority and Sublandlord, Concessionaire shall not place, install, erect, maintain or display any signs or any advertising at or on the exterior parts of the Concessionaire Premises or in the Concessionaire Premises so as to be visible through the windows or exterior doors thereof. Interior and exterior signs affecting public safety and security shall be in accordance with established Port Authority standards.

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

(b) Upon the expiration or sooner termination of the Master Lease, Concessionaire shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. In the event that there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, the Port Authority may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to the Port Authority on demand.

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord (a) the right to list Concessionaire's name on its website, and (b) a non-exclusive license to use Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 hereof regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space").

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, (ii) have a similar or better layout as the Concessionaire Premises, and (iii) be reasonably comparable space in terms of size, location, visibility, and access to customers in the Master Lease Premises, as

determined by Sublandlord in its sole discretion. Sublandlord shall not relocate any portion of the Concessionaire Premises located within the post-security area of the Master Lease Premises to a Substitution Space within the pre-security area of the Master Lease Premises without Concessionaire's consent.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business, whereupon, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will

comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until the Port Authority grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

(a) Concessionaire hereby represents and warrants to Sublandlord and the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Concessionaire is not, and shall not become, a person or entity with whom Sublandlord or the Port Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with such persons or entities. Concessionaire acknowledges that Sublandlord is entering into this Sublease, and the Port Authority is entering into the Consent, in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Sublandlord to enter into and execute this Sublease and the Port Authority to enter into and execute the Consent. In the event of any breach of any of the foregoing representations and warranties by Concessionaire, Sublandlord shall have the right, in addition to any and all other remedies provided under this Sublease or at law or in equity, to immediately terminate this Sublease upon written notice to the Concessionaire, and the Port Authority shall have the right, in addition to any and all other remedies provided under the Consent or at law or in equity, to immediately revoke the Consent upon written notice to the Concessionaire. Concessionaire further acknowledges that there shall be no cure for such a breach. In the event of any such termination by Sublandlord or revocation by the Port Authority, Concessionaire shall, immediately on receipt of Sublandlord's termination notice or the Port Authority's revocation notice, cease all use of and operations permitted under this Sublease and surrender possession of the Concessionaire Premises to Sublandlord without Sublandlord being required to resort to any other legal process. Termination or revocation on the aforedescribed basis shall be deemed a termination or revocation for cause.

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived

by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any

provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

JP Morgan Chase Bank, National Association
1 Chase Manhattan Plaza, 30th Floor
New York, NY 10081
Attention: Mr. Gregg Garden – VP, ATM Regional Manager

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. In the event of any litigation or arbitration between Sublandlord and Concessionaire, and if Sublandlord shall substantially prevail on any of its claims, defenses or counterclaims therein, or substantially defeat or cause the dismissal (with or

without prejudice) or severance of any claim, defense or counterclaim advanced by Concessionaire, then Concessionaire shall be liable to and shall pay to Sublandlord, Sublandlord's reasonable attorneys' fees and expenses in connection therewith, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding. This obligation shall survive the expiration or earlier termination of this Sublease, and shall apply to any proceeding in which Sublandlord seeks recovery (including judgment for liability, and all efforts to collect thereon) of damages under Article XVII.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release. This Sublease shall automatically terminate (i) without notice to Concessionaire upon the expiration of the Consent, or (ii) with notice to Concessionaire as provided herein upon the termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of Sixty-Eight Thousand Four Hundred Dollars and No Cents ($68,400.00)

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount set forth in the Consent. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against

Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other

Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name: MARTIN ST. GEORGE
Title: SVP MARKETING AND COMMERCIAL STRATEGY

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

CHAD M. BORTON
Head of Retail Dist Network

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	**Approximate Sq. Ft.**	**Location**
Leasable Concession Space		
ATM #1	6.25	See attached diagram
ATM #2	6.25	See attached diagram
ATM #3	6.25	See attached diagram
ATM #4	6.25	See attached diagram
ATM #5	6.25	See attached diagram
ATM #6	6.25	See attached diagram

EXHIBIT B

RESERVED

EXHIBIT C

RESERVED

EXHIBIT D

RESERVED

EXHIBIT E

RESERVED

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises:

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

Hotel, motel, or ground transportation reservation information

Food and beverages of any kind

Wi-Fi services

Newspapers and magazines

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment

needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H

RESERVED

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

RESERVED

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a

price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL
IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about June 18, 2008, as amended.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

FOR JETBLUE AIRWAYS CORPORATION

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

FOR SUBLESSEE

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 12TH day of APRIL in the year 2010, 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
(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified In Queens County
My Commission Expires June 14, 2011

FOR JETBLUE AIRWAYS CORPORATION

STATE OF NEW YORK)
) ss.
COUNTY OF QUEENS)

On the 18th day of MARCH in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared MARTIN ST. GEORGE, 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)

JOHN ROSSI
Notary Public, State of New York
No # 02RO6199098
Qualified In Kings County
Commission Expires 01/12/2013

FOR SUBLESSEE

STATE OF New York)
) ss.
COUNTY OF Bronx)

On the 11th day of March in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Gregory Garden, 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)

ALSENY SOW
Notary Public, State of New York
Qualified in Bronx County
No. 01SO6223115
My Commission Expires 06-07-2014

THIS CONSENT AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE AIRLINE AND THE SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Lease No. AYD-350
Consent to Sublease No. AYE-162
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of March 1, 2011 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **UTIQUE, INC.** ("*Sublessee*"), a corporation organized and existing under the laws of the State of Delaware with an office and place of business at 456 Geary Street San Francisco, CA 94102, whose representative is Mara Segal, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent Agreement by and among the Airline, Sublessee and the Port Authority;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Airline and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. Consent. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent Agreement pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent Agreement but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent Agreement, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent Agreement nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference

that the Port Authority has granted its consent or approval thereto under this Consent Agreement, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent Agreement and those of the Sublease, this Consent Agreement shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent Agreement then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent Agreement and the said Sublease Section:

(1) Section 2.04 "Delivery of Premises; Concessionaire's Work Generally" – In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(2) For avoidance of doubt, in the Sublease definitions of Port Authority Share and Sublandlord Share, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease).

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

5. Required Port Authority Consent. The granting of this Consent Agreement by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent Agreement at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent

Agreement if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent Agreement, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent Agreement including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent Agreement.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent Agreement and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph.

8. Compliance with Laws. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent Agreement or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent 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 paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent Agreement. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent Agreement or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent Agreement, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent Agreement, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent Agreement by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee if it a limited liability entity), managers (in their capacity as managers of the Sublessee if it is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification,

arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at it own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability and Commercial Automobile Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

	Minimum Limits
Commercial General Liability Combined single limit per occurrence for bodily injury and property damage liability:	$2,000,000
Commercial Automobile Liability Combined single limit per occurrence for bodily injury and property damage liability:	$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any

of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

(a) Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered

suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent Agreement, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent Agreement nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs. Nothing contained in this Consent Agreement or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent Agreement as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent Agreement as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

(i) "*Basic Lease*" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

(ii) "*City*" shall mean The City of New York, a municipal corporation of the State of New York.

(b) The Sublessee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the Basic Lease.

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

(i) This Consent Agreement is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(ii) The Sublessee shall not pay the fees or other sums under this Airline Lease for more than one (1) month in advance (excluding security and other deposits required under this Airline Lease);

(iii) With respect to this Consent Agreement, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct consent on identical terms with the City;

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

(v) The Sublessee shall not use any portion of the Airport for any use other than as permitted under the Basic Lease;

(vi) The Sublessee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent Agreement, which shall provide the Port Authority with the right to revoke this Consent Agreement and exercise

any other rights that the Port Authority may have as the grantor of the permission hereunder; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to this Consent Agreement.

18. Inspection.

(a) The Port Authority shall have the right by its officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Sublessee of its obligations under this Consent 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 Consent Agreement, the Airline Lease, or otherwise.

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

No failure by the Port Authority or the Airline to insist upon the strict performance of any agreement, term, covenant or condition of the Sublease or this Consent Agreement or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of the Sublease or this Consent Agreement during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority or the Airline of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of the Sublease or this Consent Agreement to be performed or complied with by the Sublessee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Sublessee in performance of any agreement, term, covenant or condition of the Sublease or this Consent Agreement shall affect or alter the Sublease or this Consent Agreement, but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by

the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent Agreement, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent Agreement or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent Agreement. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

The Sublessee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Sublessee in respect of the permission granted under this Consent Agreement and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Consent Agreement. The Sublessee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

22. Business Development and Records.

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

(ii) not divert, or cause or allow to be diverted, any business from the Terminal or the Airport;

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent Agreement, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written

permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent Agreement, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent Agreement, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Sublessee's business and necessary or desirable to keep accurate Books and Records as

aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

(b) Without implying any limitation on the right of the Port Authority to revoke this Consent Agreement for cause for breach of any term, condition or provision thereof, including but not limited to, breach of any term, condition or provision of paragraph (a) above, the Sublessee understands that the full reporting and disclosure to the Port Authority of all gross receipts and the Sublessee's compliance with all the provisions of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Consent Agreement. In the event any Books and Records are maintained outside the Port of New York District or in the event of the failure of the Sublessee to comply with all the provisions of paragraph (a) above then, in addition to all, and without limiting any other, rights and remedies of the Port Authority and the Airline under this Consent Agreement or otherwise and in addition to all of the Sublessee's other obligations under this Consent Agreement:

(i) the Port Authority may estimate the gross receipts on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Sublessee and the fees based thereon shall be payable to the Port Authority when billed; and/or

(ii) if any Books and Records are maintained outside of the Port of New York District, then the Port Authority in its sole discretion may (x) require on ten (10) days' notice to the Sublessee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Sublessee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Sublessee shall pay to the Port Authority when billed all costs and expenses of the Port Authority, as determined by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third

party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of the Port Authority or of the Airline under this Consent Agreement or otherwise including without limitation the right of the Port Authority to revoke this Consent Agreement for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then the Sublessee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent 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(s) or other service charge(s) payable under the provisions of this Consent Agreement or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent Agreement or (ii) any obligations of the Sublessee under this Consent Agreement or the Sublease.

(e) The foregoing auditing costs, expenses and amounts of the Port Authority set forth in paragraphs (b), (c) and (d) above shall be deemed fees under this Consent Agreement payable to the Port Authority with the same force and effect as the basic fee/rent and all other fees/rent payable to the Port Authority hereunder.

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent Agreement and the Sublease shall be made in accordance with Article 3 of the Sublease.

(b) To the extent that the Sublessee has not already done so at the time of execution of this Consent Agreement and without limiting the generality of any other term or provision hereof, the Sublessee agrees to submit monthly statements of Gross Receipts and to

pay, at the time of execution and delivery of this Consent Agreement to the Port Authority, all fees and other amounts, due under this Consent Agreement to the Port Authority for the period from the Effective Date to the time of execution and delivery of this Consent Agreement by the Sublessee.

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) Upon the execution of this Consent Agreement by the Sublessee and delivery thereof to the Port Authority, the Sublessee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Consent Agreement) the sum of One Thousand One Hundred Thirty-five Dollars and No Cents ($1,135.00) either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Sublessee, all of the terms, provisions, covenants and conditions of this Consent Agreement on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Sublessee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Sublessee) in a manner satisfactory to the Port Authority. The Sublessee may request the Port Authority to accept a registered bond in the Sublessee's name and if acceptable to the Port Authority the Sublessee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee any expenses incurred by the Port

Authority in re-registering a bond to the name of the Sublessee shall be borne by the Sublessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Sublessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Sublessee. With respect to any bonds deposited by the Sublessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Sublessee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Sublessee. The Sublessee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Sublessee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Sublessee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Sublessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Consent Agreement, and upon condition that the Sublessee shall then be in no wise in default under any part of this Consent Agreement, and upon written request therefor by the Sublessee, the Port Authority will return the deposit to the Sublessee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Sublessee of this Consent Agreement or any part thereof. The Sublessee agrees that it will not assign or encumber the deposit. The Sublessee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Sublessee may at any time during the effective period of the permission under this Consent Agreement offer to deliver to the Port Authority, as security for all obligations of the Sublessee under this Consent Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of One Thousand One Hundred Thirty-five Dollars and No Cents ($1,135.00). 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 Consent 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 satisfactory letter. Upon notice of cancellation of a letter of credit, the Sublessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) above or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the

same as security under paragraph (a) above. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Consent 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 Consent Agreement on the part of the Sublessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Sublessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) above. The Sublessee 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 Consent Agreement and fulfillment of the obligations of the Sublessee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Sublessee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(c) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent Agreement and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

(d) The Sublessee hereby certifies that its Federal Tax Identification Number is for the purposes of this paragraph.

26. Third Party Beneficiary; Enforcement. The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent Agreement. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent Agreement, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Consent Agreement, the Sublessee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Sublessee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Sublessee shall promptly give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all threatened or existing labor-related disruptions directed against the Sublessee at the Terminal, or against its operations thereat, pursuant to this Consent Agreement and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent Agreement which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances including, without limitation, revocation of this Consent Agreement on five (5) days' written notice to the Lessee and the Sublessee.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that a labor organization seeking to represent the employees of the Sublessee after negotiations have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that the Sublessee has extended a written offer to such labor organization to enter into binding mediation to reach such agreement. The labor peace agreement provided in (1), or the notification provided in either (2) or (3) of the preceding sentence, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such actions as the Port Authority may deem reasonable under the circumstances including, without limitation, revocation of this Consent Agreement on five (5) days' written notice to the Lessee and Sublessee, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in

subsection (a) of this Section during the entire term of this Consent Agreement. In the event that the Sublessee has delivered the notification provided in either (2) or (3) of the first sentence of this paragraph, Port Authority reserves the right to require, from time to time during the term of this Consent Agreement, evidence of the Sublessee's continuing compliance with this paragraph 27.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this paragraph 27 shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent Agreement. All Schedules and Exhibits are hereby incorporated and merged into this Consent Agreement and made a part hereof.

(c) This Consent Agreement shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent Agreement or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the

Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law. This Consent Agreement and any claim, dispute or controversy arising out of, under or related to this Consent Agreement, the relationship of the parties hereunder, and/or the interpretation and enforcement of the rights and obligation of the parties hereunder shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to conflict of law principles.

30. No Personal Liability. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of this Consent Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

31. Option to Extend. The Sublessee shall have the right and option to extend the term of the Sublease up to three (3) additional terms of one (1) year upon the same terms as are in effect immediately preceding the period for which such option is exercised, and shall be payable as set forth this Consent Agreement and that there shall be no right and option to extend the period of permission granted under this Consent Agreement beyond the expiration of the last of the said periods for which such option is exercisable. Upon the exercise of any such option, which exercise shall be by notice in writing from the Airline and the Port Authority to the Lessee and Sublessee ninety (90) days prior to the period for which the option is exercised, the period of permission granted under this Consent Agreement shall be deemed extended without the further execution of any further agreement or other instrument.

32. Entire Agreement; Amendment. This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

David Kagan

(Title) Assistant Director
Business, Properties & Airport Development

(Seal)

ATTEST:

Secretary

UTIQUE, INC.

By _____

(Printed Name) MARA STEIN

(Title) President

(Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

UTIQUE, INC. Delaware 2011

JETBLUE AIRWAYS CORPORATION

By _____

(Printed Name): Martin St. George

(Title) VICE President

(Corporate Seal) MARKETING AND COMMERCIAL STRATEGY

APPROVED FOR TRANSMITTAL	
FORM	TERMS
MJ	SB

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $30million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code

of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

1. Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port

Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

UTIQUE, INC. (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:

UTIQUE, INC.

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

UTIQUE, INC., Concessionaire

Dated as of February 18, 2011

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of February 18, 2011, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and UTIQUE, INC., having an office at 456 Geary Street, San Francisco, California 94102 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a certain portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire Marks" has the meaning set forth in Section 21.05(a).

"Concessionaire's Work" means, collectively, the (i) delivery, (ii) placement, and (iii) installation of the Kiosk at the Concessionaire Premises as set forth on Exhibit A attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

"Environmental Requirements" means all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other programs adopted and agreements made by Sublandlord or the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist;

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public; and

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof.

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) equipment and furnishings, including but not limited to the Kiosk, (e) pre-opening expenses, (f)

intra-company charges related to construction, and (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment.

"Expiration Date" means the earliest to occur of (a) the day preceding the first (1st) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"Extension Election Notice" has the meaning set forth in Section 2.02(b).

"Extension Term" has the meaning set forth in Section 2.02(b).

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of

refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products, to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or

other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

"Hazardous Substances" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and other substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including the Kiosk, smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses

and permits, and (e) other ongoing costs of doing business.

"Kiosk" means the U*tique Shop-branded automated retail store operated by Concessionaire at the Concessionaire Premises in accordance with the terms hereof, as more particularly described in Exhibit A attached hereto.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means October 22, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"PCI DSS" shall have the meaning given to such term in Section 8.09(b).

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concessionaire Premises, subject to the limitations set forth in Article VI of this Sublease: operation of the Kiosk therein to provide automated sales of a lifestyle mix of retail products across key product categories including but not limited to personal care/beauty/wellness, fashion fix-its, style-forward gadgets, people and pet gifts on the go to users of the Master Lease Premises, including but not limited to Sublandlord employees, other airport workers, and the traveling public, all in accordance with the terms and conditions contained in this Sublease.

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

"Port Authority" means The Port Authority of New York and New Jersey, a body corporate and politic as established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America.

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Power/Data Work" has the meaning set forth in Section 2.03(c).

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, all payments of Minimum Annual Guarantee, Percentage Rent, and Additional Rent due hereunder.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public at the Concessionaire Premises, and (b) February 23, 2011.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void *ab initio* and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term; Extension Options.

(a) The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than one (1) year. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term (a) without cause upon not less than thirty (30) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

(b) Sublandlord shall have the right to extend the Term for up to three (3) additional term(s) of one (1) year each (each an "Extension Term"), the first such Extension Term commencing on the first anniversary of the Commencement Date and ending on the day preceding the second anniversary of the Commencement Date, the second such Extension Term commencing on the second anniversary of the Commencement Date and ending on the day preceding the third anniversary of the Commencement Date, and the third such Extension Term commencing on the third anniversary of the Commencement Date and ending on the day preceding the forth anniversary of the Commencement Date, upon and subject to the provisions of this Section 2.02.

(c) Not later than sixty (60) days prior to the expiration of the initial Term or any Extension Term, as the case may be, Sublandlord shall notify Concessionaire of its election to extend or not to extend the Term (the "Extension Election Notice"), which election shall be at the sole discretion of Sublandlord, provided that if Sublandlord fails to deliver the Extension Election Notice by such date, Concessionaire shall send Sublandlord a notification requesting the Extension Election Notice within ten (10) days of such date. Sublandlord shall send

Concessionaire the Extension Election Notice within fifteen (15) days after receipt of such request from Concessionaire.

(d) If Sublandlord elects to extend the Term, the Rent during the Extension Term(s) shall escalate and be payable in accordance with Article III as though the original Term continued through the Extension Term(s), and the "Expiration Date" shall thereafter be deemed to mean the stated expiration date of the then-current Extension Term as set forth above.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

(c) As part of Sublandlord's Work, Sublandlord shall bring to the perimeter of each location of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits, outlets and other infrastructure needed for the supply of electricity and to allow connection to internet service and/or other telecommunications services (the "Power/Data Work"). Concessionaire shall reimburse Sublandlord for all costs incurred by Sublandlord in connection with the Power/Data Work, including all overhead costs as determined by Sublandlord, as Additional Rent. Notwithstanding the foregoing, if Concessionaire desires internet service and/or other telecommunication services, Concessionaire, at Concessionaire's sole cost and expense, shall directly arrange and contract with service provider(s). Sublandlord makes no representations or warranties regarding the availability of such internet service and/or other telecommunication services throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such services shall not be available to Concessionaire.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until the Rent Commencement Date (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the

Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE

PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and the "Rent Commencement Date" in accordance with the other provisions of this Article. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

SECTION 3.02 Reconciliation. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any Annual Period exceeds the total Rent due and owing for such Annual Period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's

Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by the Kiosk for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of a Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first (1st) day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the twentieth (20th) day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made in one of the following manners:

U.S. Mail, postage pre-paid, addressed to:	*Overnight Courier, pre-paid, addressed to:*	*Wire Transfer to:*
Dallas Lockbox JetBlue Airways P.O. Box 842124 Dallas, TX 75284-2124	Dallas Lockbox Bank of America Lockbox Services Infomart Lockbox 842124 1950 N. Stemmons Frwy Suite 5010 Dallas, TX 75207	Bank: Citibank N.A. ABA No.: 021000089 Account No.: REF T5 Utique Concession Payment

or to such other officer or address or account as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under this Sublease;

(ii) not divert, or cause or allow to be diverted, any business from the Master Lease Premises or the Airport;

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport; provided, however, that all such records and books of account may

alternatively be kept at Concessionaire's principal place of business subject to the terms and conditions set forth in Section 4.01(b), below;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport; provided, however, that all such records and books of account may alternatively be kept at Concessionaire's principal place of business subject to the terms and conditions set forth in Section 4.01(b), below;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to Concessionaire's business and necessary or desirable to keep accurate Books and Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer

systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port

Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each Annual Period, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding Annual Period pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts, by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the Annual Period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each Annual Period during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken no later than one hundred eighty (180) days after the end of the Annual Period for which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and

that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire, including the Kiosk installed as part of Concessionaire's Work, shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1)

approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the Plans and Specifications. If Concessionaire fails to provide such Plans and Specifications in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall

not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord of the Port Authority of the rights granted under this paragraph entitle Concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, and (ii) the Initial Buildout Costs, upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 No Reimbursement of Capital Investment. Sublandlord and Concessionaire acknowledge and agree that, in the event this Sublease is terminated for any reason whatsoever, including but not limited to as result of a Discretionary Revocation under Section 25.18, neither Sublandlord nor the Port Authority shall have any obligation to reimburse Concessionaire for all or any portion of any capital investment by Concessionaire in the Concessionaire Premises (including but not limited to Concessionaire's Minimum Initial Investment), amortized or unamortized, nor shall any obligations, damages, reimbursements, or compensation whatsoever be due to Concessionaire arising out of such termination or expiration of the Sublease. Under no circumstances shall Sublandlord or the Port Authority be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive, consequential, incidental or special damages, related to such termination or expiration of the Sublease.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall operate the Kiosk at the Concessionaire Premises to provide automated sales of retail products to users of the Master Lease Premises, including but

not limited to Sublandlord employees, other airport workers, and the traveling public, all in accordance with the terms and conditions contained in this Sublease. With respect to the Kiosk, Concessionaire shall (i) sell only the products as set forth on Exhibit E, attached hereto, or products otherwise approved by Sublandlord in writing, which products shall be available at the specified Kiosk at all times, and (ii) sell such approved products only at the prices as set forth on Exhibit E, attached hereto, or prices otherwise approved by Sublandlord in writing. In the event Concessionaire desires to modify the products or prices approved for a Kiosk, Concessionaire must submit a written request for any such changes to the Sublandlord Concession Manager for review, and Concessionaire must receive written authorization from the Sublandlord Concession Manager before products may be added, removed, or prices may be adjusted.

(b) No portion of the Concessionaire Premises, including the Kiosk, may be used for storage or office purposes, provided that Concessionaire shall have the right to store supplies and materials used in connection with the operation of the Kiosk within such Kiosk, provided, further, that any such storage use of a Kiosk and the Concessionaire Premises must be completely hidden from public view and physically contained within the applicable Kiosk, and in no event shall materials or supplies be stored on top of, behind or around any Kiosk.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal

Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines (other than the Kiosk) in or upon the Concessionaire Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concessionaire Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of

the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines (other than the Kiosk) dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire in connection with its continuing operation, maintenance and repair of the Concessionaire Premises, or any portion thereof, and in connection with every award or agreement for consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure

maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Sublease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) Concessionaire shall include the provisions of paragraph (a) of this Section in every sublease, agreement or concession it may make pursuant to which any Person or Persons, other than Concessionaire, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such covenant.

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

(d) Concessionaire shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from Concessionaire's noncompliance with any of the provisions of this Section and Concessionaire shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation. Concessionaire hereby represents, warrants, and covenants as follows:

(a) Concessionaire's subtenancy under this Sublease is subject to the provisions of this Section and the requirements set forth in Exhibit H attached hereto.

(b) Concessionaire shall use the Concessionaire Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 23 & 26, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(c) As of the Commencement Date, Concessionaire is not obligated to be qualified as an Airport Concessions Disadvantaged Business Enterprise (an "ACDBE") with respect to operations at the Concessionaire Premises. Notwithstanding the foregoing, if at any time during the Term hereof Concessionaire begins operating at any of its other airport locations as an ACDBE, regardless of the level of ACDBE participation, Sublandlord shall have the right,

but not the obligation, to require Concessionaire to immediately become qualified as an ACDBE with respect to its operations at the Concessionaire Premises, to the extent and by virtue of an ACDBE participation of One Hundred Percent (100%) of Concessionaire's Gross Receipts, or such other level of participation as may be approved in writing by Sublandlord in its sole discretion, for each Annual Period throughout the remaining Term of this Sublease. Concessionaire shall, at all times thereafter during the Term, maintain its status and qualification as such pursuant to the requirements set forth in this Section and Exhibit H attached hereto. In furtherance of the foregoing:

(i) Any ACDBE participation agreement between Concessionaire and its selected ACDBE shall provide for meaningful involvement of the ACDBE in the activities, management, operations and revenues of the Concessionaire operations. Concessionaire shall provide written quarterly reports to Sublandlord, in form and detail reasonably satisfactory to Sublandlord, as to the ACDBE participation. At any time the ACDBE participation level drops below the established ACDBE participation goal stated in this Section, Concessionaire shall take immediate corrective measures to ensure that the ACDBE participation is increased to the established participation goal. Concessionaire shall provide written reports to the Sublandlord documenting such efforts. For a period of at least six (6) months, Concessionaire shall provide assistance to its ACDBE participants, including administrative support, purchasing, inventory control, and management and marketing techniques; and

(ii) If Concessionaire determines an ACDBE is unwilling or unable to perform satisfactorily under this Sublease, Concessionaire shall immediately replace such ACDBE with another ACDBE, maintaining or exceeding the participation percentage of the substituted ACDBE. Requests for substitutions must be submitted to the Sublandlord and the Port Authority for approval prior to substitution.

(d) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any ACDBE provisions in this Sublease, Sublandlord and the Port Authority may take appropriate action to enforce compliance, or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from either Sublandlord or the Port Authority, Sublandlord or the Port Authority, as the case may be, shall have the right to terminate this Sublease and the letting hereunder, and with respect to any such termination by the Port Authority such termination shall have the same force and effect as a revocation of the Consent, or Sublandlord and the Port Authority may pursue such other remedies as may be provided by law.

SECTION 6.12 Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority from any claims and demands of third persons, including the United States of America, resulting from Concessionaire's noncompliance with any of the provisions of this Section, and Concessionaire shall reimburse Sublandlord and the Port Authority for any loss or expense incurred by reason of such noncompliance.

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Kiosk shall be open and operating to serve the public seven (7) days per week, twenty-four (24) hours per day, except for reasonable downtime for maintenance and repair, provided that Concessionaire shall perform all maintenance and repair work promptly and in a manner that minimizes downtime. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. No facilities shall be blocked off or closed at any time during the hours of operation.

SECTION 7.02 Delivery of Goods; Stocking.

(a) Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours, and Concessionaire shall use commercially reasonable efforts to minimize disruption to the Master Lease Premises and Sublandlord's operation thereof during the course of any deliveries, re-stocking, or maintenance and repair in connection with the Kiosk.

(b) Concessionaire shall comply with all applicable Sublandlord, Port Authority, and other governmental rules and regulations when re-stocking the Kiosk, including rules and regulations regarding armored vehicles and personnel in and around the Master Lease Premises. If Concessionaire requires security services in connection with re-stocking the Kiosk or otherwise in order to fulfill its obligations under this Sublease, Concessionaire shall be solely responsible for arranging and paying the costs of such services. In addition, Concessionaire shall be solely responsible for all other costs and expenses of compliance with its obligations under this Section.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandise. Concessionaire shall sell only the retail products listed in Exhibit E, attached hereto, and such other items as may be approved in writing by Sublandlord in accordance with the terms hereof. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or

display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect to price comparisons for each retail product sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail outlets in the New York Metropolitan Area that sell the product and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the Term, Concessionaire shall at least twice per calendar year provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per calendar year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

SECTION 8.04 Adult Materials. No adult materials shall be sold by Concessionaire at the Concessionaire Premises, nor shall any advertising for such materials be displayed at the

Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, including the Kiosk and all other equipment and materials used by Concessionaire therein, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. If at any time during the Term hereof Concessionaire offers any third party employee discount at an of its other automated retail store locations, Concessionaire shall offer the same or greater discount on the price of all products sold at the Concessionaire Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises, including the Kiosk and all other equipment and materials used by Concessionaire therein, in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt during the business week and seventy-two hours during holidays or weekends.

SECTION 8.09 Credit and Debit Cards.

SECTION 8.10 At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services, at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

(a) Concessionaire hereby represents, warrants, and covenants to Sublandlord that (i) Concessionaire shall be solely responsible for the security of credit and debit cardholder data that it possesses in connection with its business operations on the Concessionaire Premises, including but not limited to the functions relating to storing, processing, and transmitting such cardholder data, and (ii) Concessionaire complies, and will continue to comply at all times during the Term hereof, with all applicable requirements of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, and has performed the necessary steps to validate its compliance with the PCI DSS. Upon request of Sublandlord, Concessionaire shall promptly provide evidence reasonably satisfactory to Sublandlord of Concessionaire's compliance with this Section 8.09(b). Failure to comply with this Section 8.09(b) shall be an Event of Default under Section 17.01 hereof.

SECTION 8.11 Other Operating Standards. Subject to the other provisions of this Section, the Kiosk shall have no less functionality and service than any other automated retail stores operated by Concessionaire at other locations outside of the Master Lease Premises. In all events, the following minimum standards shall apply to the Kiosk and Concessionaire's operation thereof:

(a) Concessionaire shall be responsible for the installation and servicing of the Kiosk.

(b) Concessionaire shall provide appropriate preventative maintenance and routine service to ensure the Kiosk remains in fully operational condition at all times, and any supplies or equipment required in connection with the operation of the Kiosk shall be stored completely within the Kiosk, offsite or otherwise outside of public view.

(c) The Kiosk shall be a freestanding, self-contained unit that is aesthetically appealing, functional and resistant to rough usage as well as vandalism. The Kiosk plus any proposed enclosures shall be subject to the approval of Sublandlord prior to installation.

(d) The specifications of the Kiosk shall be substantially similar to those set forth on Exhibit A hereof.

(e) The Kiosk shall have system management capabilities for predicting, assisting, and reporting maintenance, plus alerts when inventory replenishments are needed.

(f) Concessionaire must respond to Kiosk service calls and replenishment of inventory requests within four (4) hours of notification. The Kiosk shall bear in a plainly visible location Concessionaire's name, the Kiosk machine number, and its specific location, and have a twenty-four (24) hour, seven (7) days per week toll-free telephone number to call for inquiries, maintenance issues, customer service issues, and complaints.

(g) Concessionaire shall provide new, unused Kiosk equipment. A refurbished or used Kiosk shall not be installed within the Concessionaire Premises.

(h) The Kiosk shall display all written directions necessary to instruct customers in the operation of the Kiosk, provide a list of all applicable transaction fees prior to customer commitment to conduct a transaction.

(i) The Kiosk shall conduct all transactions in United States currency.

(j) The Kiosk must be equipped with an anti-theft/vandalism alarm system. Concessionaire shall ensure the Kiosk is at all times safe and secure within the Concessionaire Premises. The Kiosk shall be secured in such a manner as to protect the Kiosk and the equipment, merchandise, and other personal property therein from tampering or theft. In no event shall Sublandlord be responsible for any damage or loss thereof.

(k) The Kiosk shall have the capability of being programmed in at least two languages, which must include English and Spanish.

(l) Concessionaire shall secure any cords, cables, or other equipment used in connection with the Kiosk and take such other precautions as may be necessary to ensure that the same do not present a hazardous condition. Concessionaire shall ensure at all times that the Kiosk does not obstruct the common areas in the vicinity of the Concessionaire Premises, or otherwise interfere with the maintenance, operation, and repair of the Master Lease Premises in any manner.

(m) Throughout the Term, Concessionaire shall conduct periodic maintenance and refurbishment, cosmetic and otherwise, to the Kiosk in order to restore, refurbish, and beautify the Kiosk such that the Kiosk shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease.

SECTION 8.12 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.13 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the Term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to

represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.14 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.15 Intentionally Omitted.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each calendar year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire

in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises, including the Kiosk, in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of the Kiosk, worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Intentionally Omitted.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require

Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, the Kiosk and all other equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them, and the areas in and around them, free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to Sublandlord. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Without limiting the foregoing, Concessionaire shall ensure that the Kiosk (including, for example, the glass surfaces, display screens, and keypads thereof) present a clean and sanitary appearance at all times, free of fingerprints, dirt, dust, stains, or other substances. Notwithstanding the foregoing, Sublandlord reserves the right to establish a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord's standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within fifteen (15) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges (provided that Sublandlord reserves the right to require such reimbursement in its sole and absolute discretion at any time during the Term if permitted by the Port Authority), and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring

servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive other communications services at the Concessionaire Premises to the extent necessary to conduct the Permitted Operations. Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, telecommunications or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonable control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to

Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$5,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery

coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Intentionally Omitted.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood.

The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of

insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or

damage occurring on or about the Concessionaire Premises after the date on which Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on

the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Master Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of

Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease unless otherwise expressly agreed by Sublandlord in writing. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in

accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason

whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire (i) is a corporation or limited liability company whose stock or membership interests, as the case may be, are publicly traded on a national securities exchange or on the "over-the-counter" market, and (ii) fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, then Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro

rata portion of the Rent owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Complete Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is completely destroyed by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until such space is temporarily replaced with other space(s) sufficient to allow Concessionaire to operate, if such space is reasonably available. The amount of the rent abatement shall be calculated as the pro rata portion of the Rent owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or

agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord and the Port Authority immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Sublandlord to Concessionaire of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within fifteen (15) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable

federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Security Deposit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps-necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Concessionaire Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three

months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all Annual Periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of Rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the

sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given calendar year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord Rent for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent,

Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

(b) Except with the prior written consent of the Port Authority and Sublandlord, Concessionaire shall not place, install, erect, maintain or display any signs or any advertising at or on the exterior parts of the Concessionaire Premises or in the Concessionaire Premises so as to be visible through the windows or exterior doors thereof. Interior and exterior signs affecting public safety and security shall be in accordance with established Port Authority standards.

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation

of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

(b) Upon the expiration or sooner termination of the Master Lease, Concessionaire shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. In the event that there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, the Port Authority may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to the Port Authority on demand.

SECTION 21.05 Tenant Directory, Etc.

(a) Concessionaire hereby represents, warrants, and covenants to Sublandlord that (i) Concessionaire owns or has obtained, and will continue to own or maintain at all times during the Term hereof, the necessary rights to use the trademarks, trade names, trade dress, service marks, copyrights, and other intellectual property used by Concessionaire in connection with its business operations at the Concessionaire Premises, including but not limited to the "Utique" and "U*tique Shop" marks, (collectively, "Concessionaire Marks"), (ii) Concessionaire has the right to grant the license for the Concessionaire Marks described in Paragraph (b) hereof, and (iii) none of the Concessionaire Marks infringe on any third party property rights. Upon request of Sublandlord, Concessionaire shall promptly provide evidence reasonably satisfactory to Sublandlord of Concessionaire's compliance with this Section 21.05(a), including but not limited to complete copies of any intellectual property license agreements or other related documents. Failure to comply with this Section 21.05(a) shall be an Event of Default under Section 17.01 hereof.

(b) Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord a royalty-free, non-exclusive license to use Concessionaire Marks, provided that such use shall be limited to the following: (a) listing Concessionaire's name on Sublandlord's website, and (b) inclusion of Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

(c) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of,

relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 hereof regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport

property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, (ii) have a similar or better layout as the Concessionaire Premises, and (iii) be reasonably comparable space in terms of visibility and access to customers in the Master Lease Premises, all as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business.

(d) If Sublandlord exercises this relocation right, and the Substitution Space is acceptable to Concessionaire, then, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this Section 23.10, Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice; and

(iv) Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs; and

(v) Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

(e) If Sublandlord exercises this relocation right, and Substitution Space is not acceptable to Concessionaire, then Concessionaire shall have the option to terminate this Sublease upon thirty (30) days' written notice to Sublandlord.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will

comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees and subcontractors assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees and subcontractors. Clearance is required for all employees and subcontractors upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee or subcontractor to begin work until the Port Authority grants clearance to each individual employee and/or subcontractor.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

(a) Concessionaire hereby represents and warrants to Sublandlord and the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Concessionaire is not, and shall not become, a person or entity with whom Sublandlord or the Port Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with such persons or entities. Concessionaire acknowledges that Sublandlord is entering into this Sublease, and the Port Authority is entering into the Consent, in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Sublandlord to enter into and execute this Sublease and the Port Authority to enter into and execute the Consent. In the event of any breach of any of the foregoing representations and warranties by Concessionaire, Sublandlord shall have the right, in addition to any and all other remedies provided under this Sublease or at law or in equity, to immediately terminate this Sublease upon written notice to the Concessionaire, and the Port Authority shall have the right, in addition to any and all other remedies provided under the Consent or at law or in equity, to immediately revoke the Consent upon written notice to the Concessionaire. Concessionaire further acknowledges that there shall be no cure for such a breach. In the event of any such termination by Sublandlord or revocation by the Port Authority, Concessionaire shall, immediately on receipt of Sublandlord's termination notice or the Port Authority's revocation notice, cease all use of and operations permitted under this Sublease and surrender possession of the Concessionaire Premises to Sublandlord without

Sublandlord being required to resort to any other legal process. Termination or revocation on the aforedescribed basis shall be deemed a termination or revocation for cause.

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of

any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Senior Vice President, Marketing and Commercial Strategy

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.

Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

Utique, Inc.
456 Geary Street
San Francisco, California 94102
Attention: Mara Segal, CEO

With copy to:

Orrick, Herrington, & Sutcliffe, LLP
1000 Marsh Road
Menlo Park, California 94025-1015
Attention: Attorney Harold Yu
Re: Utique, Inc.

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease (other than fees already paid by Concessionaire to Three Face Consulting, LLC, which fees shall be the sole and exclusive responsibility of Concessionaire), and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the

application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, Sublandlord institutes any action or proceeding against Concessionaire relating to the provisions of this Sublease or any default hereunder, Concessionaire shall reimburse Sublandlord for the costs expenses, including reasonable attorneys' fees and disbursements, incurred by Sublandlord, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release. This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of One Thousand One Hundred and Thirty Two Dollars and Seventy Two Cents ($1,132.72)

The form and terms of such letter of

credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount set forth in the Consent. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

UTIQUE, INC.

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

AND THE KIOSK

Unit No.	Approximate Sq. Ft.	Location
Kiosk #002	26.25	See attached diagram

[premises diagram attached]

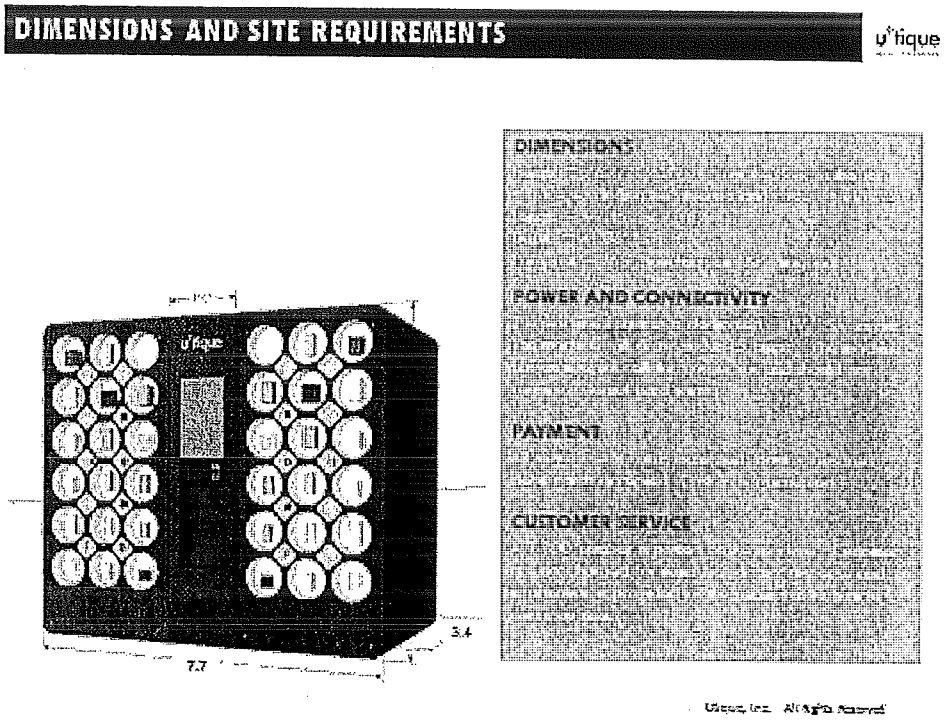

EXHIBIT B

RESERVED

EXHIBIT C

RESERVED

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF PRODUCTS APPROVED FOR SALE

SKU	Description	Brand	Price
100021	Luxe Lashes	Aira, Inc.	$26.00
100035	Jambox Portable Wireless Speaker..	Aliph	$200.00
100036	Icon Headset - Domino..	Aliph	$99.00
100107	Smiling Buddha Ring	Andrew Hamilton Crawford	$52.00
100108	Starry in Stereo Pendant Necklace	Andrew Hamilton Crawford	$40.00
100109	Babushka Necklace..Rose Crystals..Small Pendant..	Andrew Hamilton Crawford	$66.00
100231	Microphone Pendant Necklace, Dark Blue	Andrew Hamilton Crawford	$50.00
100011	Power Up Your Pedi ..	Bliss	$54.00
100057	Foaming Face Wash - Travel 2 oz.	Bliss	$9.00
100058	Triple Oxygen Instant Energizing Mask..	Bliss	$52.00
100059	Triple Oxygen C+ Energizing Cream..	Bliss	$54.00
100060	Baggage Handler Eye Gel 0.5 fl. oz.	Bliss	$28.00
100061	The Best of Skintensions Daily Moisturizer SPF 15	Bliss	$35.00
100077	Fat Girl Slim....	Bliss	$29.00
100125	Lemon Sage Body Butter	Bliss	$28.00
100126	Spa-Vulous Travel Six Pack	Bliss	$25.00
100134	Fabulous Face Lotion ..SPF 15	Bliss	$35.00
100202	Gents Hip Flask, Short, 105 m	Blomus	$27.00
100026	Silk Zebra Sleeping Mask..	Bona Notti, Inc.	$22.00
100183	Diamond Gem Silk Sleep Mask	Bona Notti, Inc.	$22.00
100184	Kaleidoscope Silk Sleep Mask	Bona Notti, Inc.	$22.00
100185	Kimono Turquoise Silk Sleep Mask	Bona Notti, Inc.	$22.00
100186	Art Deco Silk Sleep Mask	Bona Notti, Inc.	$22.00
100220	Morocco Lime Silk Sleep Mask	Bona Notti, Inc.	$22.00
100069	Nippies Skin Adhesive - Light	Bristols 6	$26.00
100070	Stylin' Tape	Bristols 6	$10.00
100039	BuckyBalls ..	BuckyBalls	$35.00
100078	Powder Room Polish Remover	Butter London	$5.00
100079	Primrose Hill Picnic Lacquer	Butter London	$14.00
100015	ChicBoom	Chic Blvd	$29.00
100198	ID + Key Bag, Bella Fiore Raspberry	Cinda B	$17.00
100199	Coin + Camera, Seraphina Sun Yellow	Cinda B	$17.00
100200	Happy Case Pack, Assorted Colors	Cinda B	$15.00

100048	Barber Cologne Elixir White No. 1585..	CO Bigelow	$19.50
100050	Best of CO Bigelow Kit..	CO Bigelow	$47.50
100052	Classic Peppermints	CO Bigelow	$5.00
100138	Favorite Lip Balm Trio	CO Bigelow	$26.00
100139	No. 1012 Chapped Hands Remedy	CO Bigelow	$14.00
100178	Mentha Lip Shine and Breath Freshener	CO Bigelow	$7.50
100179	Bigelow My Favorite Lip Balm	CO Bigelow	$7.50
100180	Bigelow Mentha Organics, Just Blushed	CO Bigelow	$7.50
100181	CO Bigelow Shaving Kit with small size cream	CO Bigelow	$99.00
100037	Flip Mino HD	DBL Distributing	$166.00
100209	Sushi Ear Buds	Decor Craft Inc	$15.00
100210	Babushka Ear Buds	Decor Craft Inc	$15.00
100211	Record Cord Wrappers	Decor Craft Inc	$10.00
100212	Robot Headphone Splitter	Decor Craft Inc	$15.00
100213	"I am not a paper cup", White	Decor Craft Inc	$16.00
100214	Party Pals, Wine Glass Markers	Decor Craft Inc	$15.00
100215	Splash! Bottle Stoppers, 2 Assorted Styles	Decor Craft Inc	$7.00
100120	NYC Metrocuff..	Design Hype	$40.00
100006	Lady Rhubarb Candle 2 oz...	DL & Company	$35.00
100032	Rotten Luck Keychain..	DL & Company	$38.00
100114	Original Karma Necklace in Gold	Dogeared	$68.00
100115	Karma Gold Textured Hoop Earrings	Dogeared	$44.00
100116	Love Diamond Rose Gold Dipped Necklace	Dogeared	$98.00
100117	Love Diamond Rose Gold Stud Earrings	Dogeared	$98.00
100149	Make a Wish Necklace	Dogeared	$28.00
100150	Pearls of Friendship, Large Pearl, Sterling Silver Necklace	Dogeared	$36.00
100151	Stand Up to Cancer Necklace, Sterling Silver, 16"	Dogeared	$62.00
100152	Love Heart Stud Earrings, Sterling Silver	Dogeared	$30.00
100153	Love Organic Cotton Canvas Tote	Dogeared	$22.00
100221	Travel Pouch (3 in 1)	Envirosax	$28.00
100163	Braided Vintage Ribbon and Rhinestone Crystal Bracelet	Ettika	$44.00
100164	Saying Bracelets "Officer. I'm Not Guilty", Rose Gold	Ettika	$36.00
100165	Braided Deerskin Leather Bracelets, Gold Angel Wings	Ettika	$44.00
100166	Phone Purse with Beaded Tassel, Turquoise, Gold Feather	Ettika	$56.00
100167	Phone Purse with Beaded Tassel, Gold Feather, Purple	Ettika	$52.00
100168	Phone Purse with Beaded Tassel, Gold Tree of Life, Tan	Ettika	$52.00
100103	Purse Bullet in Lady Vengeance	EuroPerfumes	$75.00
100016	Travel Faves Set in Brilliant Glossing..	Frederic Fekkai	$43.00
100226	Mini Notebook	Fine Lines Company	$12.00
100227	Bar Games Drink Mats	Fine Lines Company	$15.00

100228	Touch Screen Stylus	Fine Lines Company	$15.00
100056	Drink In Energy..	Functionalab	$20.00
100230	New York City Subway Map Genie Umbrella	Futai	$22.00
100132	Glam Glow Mud Mask	GlamGlow	$69.00
100047	Jet Set Travel Kit	GoSmile	$12.00
100049	Smile Whitening System	GoSmile	$89.00
100019	Rolled Signature Lace Low Rise Thong Black..	Hanky Panky	$18.00
100071	Help I Have Problems Kit..	Help Remedies	$30.00
100157	Silhouette Pouch, Orange Heart, Brown	Jessica Kagan Cushman	$44.00
100158	Silhouette Pouch, Red Skull, Black	Jessica Kagan Cushman	$44.00
100159	Silhouette Pouch, Red Anchor,White	Jessica Kagan Cushman	$44.00
100160	Milan Overnighter, G2G	Jessica Kagan Cushman	$325.00
100161	The Desdemona Hobo, Silver	Jessica Kagan Cushman	$297.00
100162	The Imogen Small Pouch, Black	Jessica Kagan Cushman	$46.00
100029	Stripe Salt & Pepper	Jonathan Adler Design	$48.00
100041	Lacquer Playing Card Set....	Jonathan Adler Design	$48.00
100072	Mr & Mrs Muse Salt & Pepper Shakers..	Jonathan Adler Design	$48.00
100080	Lacquer Playing Card Set..Navy Blue..	Jonathan Adler Design	$68.00
100081	Playing Cards ..	Jonathan Adler Design	$10.00
100028	Get Away Kit..	Kama Sutra	$35.00
100122	DIY Jewelry	Klik Klik Jewelry	$35.00
100053	Detox Tea	Kusmi Tea, Inc.	$20.00
100055	Miniatures - The Moments Tea Classics	Kusmi Tea, Inc.	$31.00
100073	La Tweez LED Tweezer..	La Tweez	$24.00
100216	LED Illuminated Tweezer, Pink	La Tweez	$24.00
100004	HYPNOSE DRAMA EXCESSIVE - BLACK MASCARA..	Lancome	$24.50
100005	ARTLINER NOIR ..	Lancome	$29.00
100007	Flash Bronzer Tanning Gel for Legs (And Body)	Lancome	$31.50
100009	GENIFIQUE 1.0 OZ..YOUTH ACTIVATING CONCENTRATE	Lancome	$78.00
100010	JUICY TUBES LIP GLOSS - Tickled Pink	Lancome	$18.00
900008	GENIFIQUE ..YOUTH ACTIVATING CONCENTRATE..MIN QTY 50..SAMPLE	Lancome	$0.00
100140	Quintet of Mini Juicy Tubes..La Petit Collection	Lancome - Travel Retail Americas	$40.00
100141	Genifique Serum..30 ml	Lancome - Travel Retail Americas	$71.00
100142	Trio Definicils Mascara Set	Lancome - Travel Retail Americas	$65.50
100118	The Laundress Travel Pack	Laundress	$48.00
100175	Diana Mini Camera, Blue Black	Lomography	$60.00
100176	Lomography Film, 100 35 mm	Lomography	$10.00
100177	Lomo Notebook	Lomography	$15.00
100008	Couture Tinkerbell Bracelet	Lucas Design	$39.00
100086	Alice in Wonderland Cupcake Earrings	Lucas Design	$48.00

100087	Poison Apple Ring - Twilight Black	Lucas Design	$45.00
100088	Heart Stone Earrings	Lucas Design	$40.00
100089	Love Necklace	Lucas Design	$50.00
100101	Poison Apple Ring - Twilight Black..Size: 7	Lucas Design	$45.00
100133	Poison Apple Ring - Big Apple Red	Lucas Design	$45.00
100156	The 45 Brag Book	Michael Roger Press	$15.00
100154	Arlecchino MIMOBOT USB by tokidoki, 4 GB	Mimoco	$26.00
100155	Vintage Batman MIMOBOT USB, 4 GB	Mimoco	$28.00
100003	Heartbeats by Lady Gaga..High Performance Headphones	Monster, LLC	$120.00
100034	Tour In-Ear High Resolution Headphones	Monster, LLC	$180.00
100083	iBeats with Control Talk	Monster, LLC	$120.00
100191	I Heart You	Mor Cosmetics	$40.00
100192	Hand Over Heart, Snow Gardenia	Mor Cosmetics	$17.00
100193	Lip Nectar, Lychee Flower	Mor Cosmetics	$14.00
100194	Lip Delight, Passion Flower	Mor Cosmetics	$10.00
100195	Lip Delight, Cassis Noir	Mor Cosmetics	$10.00
100196	Little Luxuries Mini Body Butter, Belladonna	Mor Cosmetics	$14.00
100197	Little Luxuries, Mini Body Butter, Lychee Flower	Mor Cosmetics	$14.00
100201	Sweetheart, Marshmallow	Mor Cosmetics	$17.00
100027	Shemergency Kit..	Ms & Mrs	$25.00
100110	Rings & Tiny Bling	Myriam Schneider & Co.	$17.00
100111	Dirty Laundry Travel Bag	Myriam Schneider & Co.	$16.00
100187	Travel Bag, 1 oz products & organic washcloth, Olive	Olivina	$29.00
100188	Hand Creme, 1 oz, Lavender	Olivina	$7.50
100189	Hand Creme, 1 oz, Honeysuckle Rose	Olivina	$7.50
100190	Hand Creme, 1 oz, Meyer Lemon	Olivina	$7.50
100217	City Tote Canvas Bag with Laptop Sleeve	One Language	$110.00
100218	Moi Canvas Tote Bag with Laptop Sleeve	One Language	$110.00
100219	Amper Canvas Tote Bag with Laptop Sleeve	One Language	$110.00
100040	Kung Fu Sutra..	OOO Boutique	$20.00
100074	Passion Pack Savor Me..	OOO Boutique	$10.00
100044	Creme for Style..	Oribe	$29.00
100124	Tease Mini Mobile Intimacy Kit, Red	Oro Design	$26.00
100143	Switch Mobile Plug Adapter	Oro Design	$32.00
100144	Charge Mobile Cell Phone and iPod Charger	Oro Design	$25.00
100097	I Love New York Mix..	PAPABUBBLE	$16.00
100098	I Love You Mix (200 gram)....	PAPABUBBLE	$16.00
100222	Small Lollipop	PAPABUBBLE	$5.50
100223	Medium Lollipop	PAPABUBBLE	$8.00
100224	Large Lollipop	PAPABUBBLE	$16.00

100225	60 gram bag (assorted mixes)	PAPABUBBLE	$6.00
100075	Wallpaper Guide - Las Vegas..	Phaidon	$9.00
100031	Philippi Churchill Hip Flask..	Prestige Identity	$32.00
100084	Churchill Cigar Tube and Cognac Flask Set	Prestige Identity	$64.00
100085	Cushion Business Card Case	Prestige Identity	$25.00
100229	Product	Product	$14.00
100051	50 Questions for Insane Conversations ..	Random House, Inc.	$15.00
100054	0.6L Swiss Bullet Water Bottle....	Sigg Switzerland USA	$22.00
100017	Burlesque Beauty Collection..	Smashbox Cosmetics	$35.00
100018	Gloss & Go Lip Kit..	Smashbox Cosmetics	$25.00
100145	Softbox Lipgloss Collection	Smashbox Cosmetics	$29.00
100146	Softbox Eye Palette	Smashbox Cosmetics	$48.00
100147	Try Me Kit Vol. 3	Smashbox Cosmetics	$19.00
100099	Metro Flats Portable Slip-Ons..	Spare Soles	$30.00
100182	Metro Flats, Black, Small	Spare Soles	$30.00
100002	Bollywood Black Mini Pouch..	Stephanie Johnson	$26.00
100090	Fiona Bag	Stephanie Johnson	$32.00
100091	Ava Bag in Madrid Pink	Stephanie Johnson	$40.00
100092	Madrid Ava Bag in Black	Stephanie Johnson	$40.00
100112	Bourbon Street Mini Pouch..Cobalt	Stephanie Johnson	$28.00
100113	Bollywood Deep Purple Mini Pouch..	Stephanie Johnson	$26.00
100129	Greta Bag in Madrid Pink	Stephanie Johnson	$44.00
100130	Madrid Ava Bag in Nude	Stephanie Johnson	$40.00
100203	Hamptons Night iPad Case	Stephanie Johnson	$50.00
100204	Nevis Jess Snap Clutch	Stephanie Johnson	$48.00
100205	Hamptons Night Katie Folding Clutch	Stephanie Johnson	$42.00
100127	Garden Bliss Set	Stila	$32.00
100128	Cherry Crush Lip and Cheek Stain	Stila	$24.00
100030	Whisky Rocks	Teroforma	$20.00
100045	Travel Kit & Razor..	The Art of Shaving	$150.00
100076	Carry On Kit..	The Art of Shaving	$50.00
100135	Balmbini Palette	The Balm	$28.00
100136	Balms Away	The Balm	$20.00
100137	The Shady Lady Vol. 2	The Balm	$39.50
100033	Travel Fitness Trainer..	Tumi	$165.00
100038	4 GB Flash Drive Key Ring..	Tumi	$65.00
100042	Alpha Money Clip Card Case..	Tumi	$48.00
100043	Electric Adapter with Ballistic Case..	Tumi	$50.00
100046	Just In Case Tote	Tumi	$95.00
100100	Mobile Power Pack..	Tumi	$135.00

100131	Alpha Stripe Wallet	Tumi	$60.00
100121	Cashmink Camel Plaid Scarf	V. Fraas	$30.00
100232	Westerlies Sun Glasses, Brushed Silver, Grey Green	Vestal	$80.00
100169	Record Bowel, Stepped	Vinylux Inc	$35.00
100170	45rpm Record Mirror	Vinylux Inc	$130.00
100171	Record Cuff	Vinylux Inc	$35.00
100172	Vintage Vinyl Guitar Earrings	Vinylux Inc	$25.00
100173	Vintage Vinyl Cassette Necklace	Vinylux Inc	$25.00
100174	Record Coaster, 6	Vinylux Inc	$20.00
100013	Mini Exotic Collection..	Vosges Haut-Chocolat	$25.00
100148	Mini Candy Bar Libraries, Mo's Bacon Bars	Vosges Haut-Chocolat	$25.00
100093	Guitar String Bracelet..Color: Black	Wear Your Music	$10.00
100094	Guitar String Bracelet ..Color: Red	Wear Your Music	$10.00
100095	Guitar String Bracelet..Color: Silver	Wear Your Music	$10.00
100104	Power Stays Magnetic Collar Stays	Wurkin Stiffs	$35.00
100105	Knotz in Blueberry Bush	Wurkin Stiffs	$13.00
100106	Rufus Cufflinks..Blue/Brown Strip	Wurkin Stiffs	$59.00
100206	The Major Headphones	Zound Industries - The Foundation	$99.00
100207	The Minor Headphones	Zound Industries - The Foundation	$60.00
100001	Stylin' Tape and Nippies Skin ..	Bristols 6	$36.00
100012	Triple Oxygen Energy Kit	Bliss Spa	$108.00
100014	Fabulous Travel Set - Eye	Bliss Spa	$37.00
100020	Pretty Pink Nails and Remover..(Primrose Hill Picnic Lacquer & Powder Room Polish Remover)..	Butter London	$22.00
100102	Guitar String Bracelets....	Wear Your Music	$30.00

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises:

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

Hotel, motel, or ground transportation reservation information

Food and beverages of any kind

Wi-Fi services

Newspapers and magazines

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment

needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H
(Schedule G to the Consent)

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint 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 Concessionaire in its performance of the Sublease, Concessionaire shall use, to the maximum extent feasible and consistent with 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, 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.

ARTICLE XXVI. 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 $30 Million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially

or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the 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 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.

Concessionaire's breach of its obligations under 49 CFR Part 23 shall be a default by Concessionaire and shall entitle the Port Authority to exercise all of its contractual and legal remedies including revocation of the Consent.

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

RESERVED

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a

price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL
IN RESPONSE TO SUBLANDLORD'S RFP

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 7TH day of DECEMBER in the year 2011, 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.

Gail E. Mitchell
(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified in Queens County
My Commission Expires June 14, 2015

FOR JETBLUE AIRWAYS CORPORATION

STATE OF NEW YORK)
) ss.
COUNTY OF QUEENS)

On the 20TH day of OCTOBER in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared MARTIN ST. GEORGE, 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)

JOHN ROSSI
Notary Public, State of New York
No # 02RO6199098
Qualified in Kings County
Commission Expires 01/12/2013

FOR SUBLESSEE

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

On the 19th day of SEPTEMBER in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared MARC SEGAL, 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)

CRS 2
GLENN TURNER
COMM. # 1892244
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires June 18, 2014
CRS 2

THIS SUPPLEMENTAL AGREEMENT SHALL NOT BE BINDING ON
THE PORT AUTHORITY UNTIL DULY EXECUTED BY
AN EXECUTIVE OFFICER THEREOF AND DELIVERED
TO THE AIRLINE AND THE SUBLESSEE BY AN
AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Lease No. AYD–350
Consent to Sublease No. AYD-904
Supplement No. 1
John F. Kennedy International Airport

FIRST SUPPLEMENTAL AGREEMENT TO CONSENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, effective as of October 21, 2011 ("Effective Date"), by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called "Port Authority") and **A SHINE AND CO, LLC**, a California limited liability company (hereinafter called "Sublessee"), and consented to by **JETBLUE AIRWAYS CORPORATION** (herinafter called "Airline").

WITNESSETH, That:

WHEREAS, heretofore and as of October 22, 2008 the Port Authority and the Sublessee entered into a consent agreement ("Consent Agreement") pursuant to which the Port Authority granted its consent to the Sublease (as such term is defined in the Consent); and

WHEREAS, the Airline and the Sublessee have requested the consent of the Port Authority to a proposed First Amendment to Concessionaire Sublease Agreement, made as of October 21, 2011, providing, among other things, for the extension of the sublease term, a copy of which is attached hereto and made a part hereof ("First Sublease Amendment");

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Airline and the Sublessee hereby agree as of the Effective Date as follows:

1. The Port Authority hereby consents to the First Sublease Amendment except that in all events, notwithstanding anything to the contrary stated in the First Sublease Amendment, the sublease term, as extended, shall not extend beyond a date which is the day preceding the 10th anniversary of the original stated expiration date of the Sublease.

2. Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Consent Agreement shall be and remain in full force and effect.

3. The Airline and the Sublessee represent and warrant 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 Airline and the Sublessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

5. The Sublessee hereto waives its right to trial by jury in any action or summary proceeding that may hereafter be instituted by the Port Authority against it in respect of this Agreement, 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 Consent Agreement as hereby amended or to enforce any remedy under law or in equity in any way connected therewith. The Sublessee shall not interpose any claims as counterclaims in any action or summary proceeding for non-payment of fees/rent which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

6. This Agreement and any claim, dispute or controversy arising out of, under or related to this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

7. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of the Consent Agreement or this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

8. This Agreement, together with the Consent Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Sublessee on the subject matter and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority, the Airline and the Sublessee. The Airline and the Sublessee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Consent Agreement or this Agreement.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) David Kagan
Assistant Director
Business, Properties & Airport Development

(Seal)

ATTEST: Witness:

Kalani Lada
Secretary Partner

A SHINE AND CO, LLC

By _____

Print Name: Meghan Reynolds

Title: Member/Manager

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By: _____

Print Name: MARTIN ST. GEORGE

Title: SENIOR VICE President MARKETING + COMMERCIAL STRATEGY

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
SB	MY

MG/mmw

ATTEST:

Assistant Secretary

FIRST AMENDMENT TO CONCESSIONAIRE SUBLEASE AGREEMENT

This FIRST AMENDMENT TO CONCESSIONIARE SUBLEASE AGREEMENT (this "Amendment") is made as of October 21, 2011, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and A SHINE AND CO, LLC, a California limited liability company having an office at 555 California Street, Concourse Level, San Francisco, California 94104 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord and Concessionaire are parties to that certain Concessionaire Sublease Agreement, dated as of October 22, 2008 (the "Sublease"), pursuant to which Sublandlord subleases to Concessionaire certain premises (the "Concessionaire Premises") located at John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York (the "Airport"); and

WHEREAS, Sublandlord and Concessionaire now desire to amend the Sublease to extend the Term thereof, and revise and clarify certain defined terms and references thereto, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the rights and privileges and the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

1. Definitions. All capitalized terms used herein shall have the meanings ascribed to them in the Sublease unless specifically set forth herein to the contrary.

2. Amendment. Effective as of October 21, 2011 (the "Effective Date"), the Sublease shall be amended as set forth herein.

3. Section 2.02. Section 2.02 of the Sublease is hereby deleted in its entirety, and replaced with the following:

SECTION 2.02 Term; Extension Options.

(a) The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the initial Term shall not be less than six (6) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the initial Term or any Extension Term (as hereinafter defined) (a) without cause upon not less than thirty (30) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

(b) Sublandlord shall have the right to extend the Term in accordance with this Section 2.02 for up to two (2) additional terms of one (1) year each (each an "Extension Term"), the first such Extension Term commencing on the sixth anniversary of the Rent Commencement Date and ending on the day preceding the seventh anniversary of the Rent Commencement Date, and the second such Extension Term commencing on the seventh anniversary of the Commencement Date and ending on the day preceding the eighth anniversary of the Commencement Date, upon and subject to the provisions of this Section 2.02, provided, however, that in no event shall the Term (as extended by any Extension Term) continue beyond October 21, 2016.

(c) Not later than sixty (60) days prior to the expiration of the initial Term or any Extension Term, as the case may be, Sublandlord shall notify Concessionaire of its election to extend or not to extend the Term (the "Extension Election Notice"), which election shall be at the sole discretion of Sublandlord, provided that if Sublandlord fails to deliver the Extension Election Notice by such date, Concessionaire shall send Sublandlord a notification requesting the Extension Election Notice within ten (10) days of such date. Sublandlord shall send Concessionaire the Extension Election Notice within fifteen (15) days after receipt of such request from Concessionaire. Notwithstanding the foregoing, in the event Sublandlord for any reason does not send Concessionaire the Extension Election Notice prior to the expiration of the initial Term or Extension Term, as the case may be, the Term shall not be extended and shall expire in accordance with the terms set forth herein.

(d) If Sublandlord elects to extend the Term, the Rent during the Extension Term(s) shall escalate and be payable in accordance with Article III as though the original Term continued through the Extension Term(s), and the "Expiration Date" shall thereafter be deemed to mean the stated expiration date of the then-current Extension Term as set forth above.

4. Definition of Expiration Date. The definition of "Expiration Date" found in Section 1.01 of the Sublease is hereby deleted in its entirety and replaced with the following:

"Expiration Date" means the earliest to occur of (a) the day preceding the sixth (6th) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

5. Definition of Rent. The definition of "Rent" found in Section 1.01 of the Sublease is hereby deleted in its entirety and replaced with the following:

"Rent" means, collectively, all payments of Minimum Annual Guarantee, Percentage Rent, and Additional Rent due hereunder.

6. Definition of Annual Period. The definition of "Annual Period" found in Section 1.01 of the Sublease is hereby deleted in its entirety and replaced with the following:

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Monthly MAG Commencement Date and expiring on the day immediately preceding the first anniversary of the Monthly MAG Commencement Date, and (b) with respect to each subsequent Annual Period during the Term, the period commencing on the applicable anniversary of the Monthly MAG Commencement Date and expiring on the day immediately preceding the following anniversary of such Monthly MAG Commencement Date, provided that the last Annual Period during the Term shall expire on the Expiration Date.

7. Definition of Minimum Annual Guarantee. Section 3.01(c) of the Sublease is hereby deleted in its entirety and replaced with the following:

(c) "Minimum Annual Guarantee" means the following:

8. Reconciliation. Section 3.02 of the Sublease is hereby supplemented by inserting the following, immediately preceding the first sentence of such Section:

If any annual statement or report indicates that the total Rent (together with any sales taxes thereon) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report.

9. Certain References to Annual Periods.

(A) Each of the four (4) instances of the word "year" in Section 4.02(a) and the one (1) instance of the word "year" in Section 4.02(b) is hereby deleted and replaced with the term "Annual Period."

(B) The one (1) instance of the phrase "annual periods" in Section 17.02(d) is hereby deleted and replaced with the term "Annual Periods."

10. Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Amendment, and each party agrees to indemnify the other and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Amendment. Such agreement shall survive the expiration or sooner termination of the Sublease.

11. Reference to and Effect on the Sublease; Miscellaneous.

(A) On and after the date hereof, each reference in the Sublease to (i) "this Agreement," "hereunder," "hereof," "herein" and words of like import, shall mean and be a reference to the Sublease as amended hereby.

(B) Except as specifically amended and supplemented above, the Sublease shall remain in full force and effect and is hereby ratified and confirmed.

(C) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Sublandlord under any of the Sublease, or constitute a waiver by Sublandlord of any provision of the Sublease.

(D) From and after the date hereof, the Sublease, as amended hereby, shall be read as a single, integrated document incorporating the changes effected by this Amendment.

12. Not a Binding Offer. This Amendment shall not be binding upon or enforceable against Sublandlord or Concessionaire unless and until Sublandlord shall have executed and unconditionally delivered to Concessionaire an executed counterpart of this Amendment.

13. Modifications in Writing. This Amendment may not be modified, amended or terminated nor may any of its provisions be waived except by an agreement in writing signed by all parties hereto.

14. Successors and Assigns. The covenants, agreements, terms, provisions and conditions contained in this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. No Prior Agreements. This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Amendment to be executed as of the day and year first above written.

JETBLUE AIRWAYS CORPORATION

By: _____

Name: Martin St. George
Title: SVP Marketing and Commercial Strategy

A SHINE AND CO, LLC

By: _____

Name:
Title: PARTNER

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 13th day of June in the year 2012, 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)

MICHAEL F. SCHMIDT
Notary Public, State of New York
No. 01SC6118149
Qualified in New York County
Commission Expires November 1, 2012

For A Shine and Co. LLC

STATE OF Virginia)
) ss.
COUNTY OF Albemarle)

On the 15th day of May in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Meghan Lippincott, 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.

REBECCA G. GUINN
Notary Public - Reg. # 157833
Commonwealth of Virginia
My Commission Expires Sep. 30, 2012

(notarial seal and stamp)

For Jetblue Airways Corporation

STATE OF NEW YORK)
) ss.
COUNTY OF QUEENS)

On the 22nd day of MAY in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared MARTIN ST. GEORGE, 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)

JOHN ROSSI
Notary Public, State of New York
No # 02RO6199098
Qualified In Kings County
Commission Expires 01/12

THIS CONSENT AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE AIRLINE AND THE SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-904
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of October 22, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **A SHINE AND CO., LLC** ("*Sublessee*"), a limited liability company organized and existing under the laws of the State of California with an office and place of business at 555 California Street, Concourse Level, San Francisco, California 94104, whose representative is Meghan Scanion, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Airline and the Sublessee hereby

agree effective as of the Effective Date, as follows:

1. Consent. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and

obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or

effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Article I. "Definitions":

(a) Port Authority Share and Sublandlard Share- Notwithstanding the definitions contained in the Sublease for each of the terms Port Authority Share and Sublandlord Share, for avoidance of doubt, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease)

(2) Section 2.04 "Delivery of Premises; Concessionaire's Work Generally" – In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

5. Required Port Authority Consent. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement

with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph. For purposes of this paragraph, the reference in Section 73(j) of the Airport Lease to "electricity" being charged to the Restaurant Owner shall include the cost of "natural gas", as an alternative or supplement to electricity.

8. Compliance with Laws. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of

such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee as a limited liability entity), managers (in their capacity as managers of the Sublessee as is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at it own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, and completed operations and covering bodily injury, including death, and property damage liability, and host liquor liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

	Minimum Limits
Commercial General Liability Combined single limit per occurrence for bodily injury and property damage liability:	$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of

payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

(a) Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be

deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

(i) "*Basic Lease*" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

(ii) "*City*" shall mean The City of New York, a municipal corporation of the State of New York.

(b) The Sublessee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the Basic Lease.

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

(i) This Consent is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(ii) The Sublessee shall not pay the fees or other sums under this Airline Lease for more than one (1) month in advance (excluding security and other deposits required under this Airline Lease);

(iii) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct consent on identical terms with the City;

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

(v) The Sublessee shall not use any portion of the Airport for any use other than as permitted under the Basic Lease;

(vi) The Sublessee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to this Consent.

18. Inspection.

(a) The Port Authority shall have the right by its officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Sublessee of its

obligations under this Consent and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Consent, the Airline Lease, or otherwise.

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

No failure by the Port Authority or the Airline to insist upon the strict performance of any agreement, term, covenant or condition of the Sublease or this Consent or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of the Sublease or this Consent during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority or the Airline of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of the Sublease or this Consent to be performed or complied with by the Sublessee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Sublessee in performance of any agreement, term, covenant or condition of the Sublease or this Consent shall affect or alter the Sublease or this Consent, but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing

on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

The Sublessee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Sublessee in respect of the permission granted under this Consent and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Consent. The Sublessee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

22. Business Development and Records:

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

(ii) not divert, or cause or allow to be diverted, any business from the Terminal or the Airport;

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the

Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Sublessee's business and necessary or desirable to keep accurate Books and Records as aforesaid, and without limiting the generality of the foregoing, for any activity

involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

(b) Without implying any limitation on the right of the Port Authority to revoke this Consent for cause for breach of any term, condition or provision thereof, including but not limited to, breach of any term, condition or provision of paragraph (a) above, the Sublessee understands that the full reporting and disclosure to the Port Authority of all gross receipts and the Sublessee's compliance with all the provisions of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Consent. In the event any Books and Records are maintained outside the Port of New York District or in the event of the failure of the Sublessee to comply with all the provisions of paragraph (a) above then, in addition to all, and without limiting any other, rights and remedies of the Port Authority and the Airline under this Consent or otherwise and in addition to all of the Sublessee's other obligations under this Consent:

(i) the Port Authority may estimate the gross receipts on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Sublessee and the fees based thereon shall be payable to the Port Authority when billed; and/or

(ii) if any Books and Records are maintained outside of the Port of New York District, then the Port Authority in its sole discretion may (x) require on ten (10) days' notice to the Sublessee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Sublessee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Sublessee shall pay to the Port Authority when billed all costs and expenses of the Port Authority, as

determined by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of the Port Authority or of the Airline under this Consent or otherwise including without limitation the right of the Port Authority to revoke this Consent for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then the Sublessee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

(e) The foregoing auditing costs, expenses and amounts of the Port Authority set forth in paragraphs (b), (c) and (d) above shall be deemed fees under this Consent payable to the Port Authority with the same force and effect as the basic fee/rent and all other fees/rent payable to the Port Authority hereunder.

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

(b) To the extent that the Sublessee has not already done so at the time of execution of this Consent and without limiting the generality of any other term or provision hereof, the Sublessee agrees to submit monthly statements of Gross Receipts and to pay, at the time of execution and delivery of this Consent to the Port Authority, all fees and other amounts, due under this Consent to the Port Authority for the period from the Effective Date to the time of execution and delivery of this Consent by the Sublessee.

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) Upon the execution of this Consent by the Sublessee and delivery thereof to the Port Authority, the Sublessee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Eight Hundred Dollars ($800.00) either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Sublessee, all of the terms, provisions, covenants and conditions of this Consent on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Sublessee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Sublessee) in a manner satisfactory to the Port Authority. The Sublessee may request the Port Authority to accept

a registered bond in the Sublessee's name and if acceptable to the Port Authority the Sublessee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee any expenses incurred by the Port Authority in re-registering a bond to the name of the Sublessee shall be borne by the Sublessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Sublessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Sublessee. With respect to any bonds deposited by the Sublessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Sublessee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Sublessee. The Sublessee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Sublessee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Sublessee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Sublessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Consent, and upon condition that the Sublessee shall then be in no wise in default under any part of this Consent, and upon written request therefor by the Sublessee, the Port Authority will return the deposit to the Sublessee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Sublessee of this Consent or any part thereof. The Sublessee agrees that it will not assign or encumber the deposit. The Sublessee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and

in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

26. Third Party Beneficiary; Enforcement. The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Consent, the Sublessee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Sublessee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Sublessee shall promptly give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all threatened or existing labor-related disruptions directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed

thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances, including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee, subject to applicable laws and regulations.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations regarding human resources and employment matters, to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law. This Consent and any claim, dispute or controversy arising out

of, under or related to this Consent shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

30. No Personal Liability. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

31. Entire Agreement; Amendment. This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

(Title): Lysa C. Scully
~~Assistant Director~~
Customer, Concessions & Airport Service

(Seal)

ATTEST:

Secretary

A SHINE AND CO., LLC

By: _____

(Printed Name): MEGHAN REYNOLDS

(Title) ~~PARTNER~~ Member/Manager

(Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By: _____

(Printed Name): M. J. St. Geors

(Title) Sr. Vice President

(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
M	SB

gyw

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

A SHINE AND CO, LLC, Concessionaire

Dated as of October 22, 2008

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of October 22, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and A Shine and Co, LLC, a California limited liability company having an office at 555 California Street, Concourse Level, San Francisco, California 94104 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, as set forth in a written notice to Concessionaire.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful

death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

"Environmental Requirements" means all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other programs adopted and agreements made by Sublandlord or the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist;

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public; and

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials rTransportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof.

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) the day preceding the third (3rd) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately

stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at. in. from or upon the Concessionaire Premises, (i) customary discounts, not to exceed given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products, to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures,

equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

"Hazardous Substances" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and other substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Monthly MAG Commencement Date" has the meaning set forth in Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises

opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than October 22, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concession Premises, subject to the limitations set forth in Article VI of this Sublease: operation of two (2) two-seat shoe shine stands to provide expert shoe shine and leather care services to users of the Master Lease Premises, including JetBlue passengers and employees, airport workers, and the traveling public, such services consisting of leather cleaning and conditioning, heel and sole edge dressing, and multiple layers of shoe polish buffed up one coat at a time on the shoe, cleaning and conditioning of leather belts, bags, and jackets, shampooing of suede shoes, and similar such services, all in accordance with the terms and conditions contained in this Sublease.

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

"Port Authority" means The Port Authority of New York and New Jersey, a body corporate and politic as established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America.

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public in the Concessionaire Premises, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Buildout Costs, using straight line amortization over a three (3) year period beginning on the Rent Commencement Date, calculated on a daily basis using a 365 day year.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term. The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than three (3) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term (a) without cause upon not less than thirty (30) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or

cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until October 21, 2008 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the

Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment

for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after January 1, 2009 (the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to January 1, 2009, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

SECTION 3.02 Reconciliation. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any Annual Period exceeds the total Rent due and owing for such Annual Period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment and the Monthly Office/Storage Rent, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord

will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made in one of the following manners:

U.S. Mail, postage pre-paid, addressed to:	*Overnight Courier, pre-paid, addressed to:*	*Wire Transfer to:*
Dallas Lockbox JetBlue Airways P.O. Box 842124 Dallas, TX 75284-2124	Dallas Lockbox Bank of America Lockbox Services Lockbox 841895 1401 Elm Street, 5th Floor Dallas, TX 75202	Bank: Citibank N.A. ABA No.: 021000089 Account No.:

or to such other officer or address or account as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under this Sublease;

(ii) not divert, or cause or allow to be diverted, any business from the Master Lease Premises or the Airport;

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District or at the Concessionaire's offices, identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District or at the Concessionaire's offices, identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to Concessionaire's business and necessary or desirable to keep accurate Books and Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port

Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts, by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or

their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's

own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such

submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings. If Concessionaire fails to provide such as-built drawings in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord or the Port Authority of the rights granted under this paragraph entitle concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such

property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, (ii) the Initial Buildout Costs, and (iii) all Mid-Term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the third (3rd) anniversary of the Rent Commencement Date as result of a Discretionary Revocation under Section 25.18 or for any other reason other than (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's

default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment.

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due to Concessionaire, arising from or related to a termination or expiration of the Sublease as described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive, consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Buildout Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell retail shoe shine services to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell the items listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may from time to time be amended by Sublandlord. Concessionaire must submit a written request for such changes to the Sublandlord Concession Manager for review and Concessionaire must receive written authorization from the Sublandlord Concession Manager before menu items may be added or prices may be increased.

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the

concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire 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 consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Lease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person

shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) Concessionaire shall include the provisions of paragraph (a) of this Section in every sublease, agreement or concession it may make pursuant to which any Person or Persons, other than Concessionaire, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such covenant.

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

(d) Concessionaire shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from Concessionaire's noncompliance with any of the provisions of this Section and Concessionaire shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Intentionally Omitted.

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. Notwithstanding the foregoing, Concessionaire shall have the option to close one (1) unit of the Concessionaire Premises on legal public holidays, as such holidays are established by 5 U.S.C. §6103, provided that Sublandlord reserves the right to require Concessionaire to operate all units of the Concessionaire Premises on such holidays if Sublandlord determines in its sole discretion that the same is necessary in light of public demand. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall remain open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least the last actual departure at the Master Lease Premises on such day. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation. The minimum hours of operation for the first ninety (90) days following the Operational Commencement Date shall be as follows:

Minimum Hours of Operation

(Table to be completed with the minimum hours of operation for each unit included in Concessionaire Premises per the RFP or Proposal, whichever are longer):

Unit	Minimum Hours of Operation
59EC	6:00 am to 9:00 pm, Daily

60CC	6:00 am to 9:00 pm, Daily
The following units must be open and ready to serve customers when the security screening checkpoint opens.	

After the first ninety (90) days following the Operational Commencement Date of each specific location constituting part of the Concessionaire Premises, the hours of operation may be changed upon submittal of a specific and substantiated request by Concessionaire and receipt of prior written approval from Sublandlord.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandise. Concessionaire shall sell the items listed in Exhibit E in the designated locations. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or

condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer a Two Dollar ($2.00) discount on all shoe shines, and a 20% discount on the price of all other products and merchandise, excluding reading material and tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services, in addition to cash, travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by

Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and

equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Mid-Term Refurbishment.

(a) No less than one hundred eighty (180) days prior to May 1, 2010, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first thirty (30) days after May 1, 2010 (the "MTR Completion Date"),

such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such refurbishments shall be a minimum of for each unit. All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-term Refurbishment expenditure requirement.

(c) Within sixty (60) days after completion of the Mid-Term Refurbishments, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of the Mid-Term Refurbishments, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the cost set forth in Section 10.06(a) above, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments that have been constructed, as well as depreciation schedules for all Mid-term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in

such event Concessionaire shall be required to comply with such program, execute such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within fifteen (15) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be

payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$1,000,000 AGG
Premises:	$1,000,000 OCC
Products & Completed Operations:	$1,000,000 OCC
Personal/Advertising Injury:	$1,000,000 OCC
Contractual:	$1,000,000 OCC
Host Liquor Liability	Not Applicable
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	$100% of Replacement Value

of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to

one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Intentionally Omitted.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Unless otherwise agreed to, prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay the construction deposit as detailed in Section 6.09 of the Tenant Design Manual.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

(d) Concessionaire further agrees to indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any and all third party claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) arising out of or related to any personal injury (including death) of Concessionaire's employees, agents, and independent contractors occurring in or about the Airport, regardless of whether such claims fall within the scope of Concessionaire's Workers' Compensation insurance coverage.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and

Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in

connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or

outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute

discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire (i) is a corporation or limited liability company whose stock or membership interests, as the case may be, are publicly traded on a national securities exchange or on the "over-the-counter" market, and (ii) fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, then Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs, provided that Sublandlord shall have no obligation to reimburse Concessionaire for its Unamortized Capital Investment as a result of any such termination.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of

Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Complete Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is completely destroyed by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until such space is temporarily replaced with other space(s) sufficient to allow Concessionaire to operate, if such space is reasonably available. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within fifteen (15) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable

federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps-necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire a five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master

Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the

referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on

Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

(b) Except with the prior written consent of the Port Authority and Sublandlord, Concessionaire shall not place, install, erect, maintain or display any signs or any advertising at or on the exterior parts of the Concessionaire Premises or in the Concessionaire Premises so as to be visible through the windows or exterior doors thereof. Interior and exterior signs affecting public safety and security shall be in accordance with established Port Authority standards.

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if

pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

(b) Upon the expiration or sooner termination of the Master Lease, Concessionaire shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. In the event that there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, the Port Authority may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to the Port Authority on demand.

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord (a) the right to list Concessionaire's name on its website, and (b) a non-exclusive license to use Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 hereof regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a similar or better layout as the Concessionaire Premises, as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business, whereupon, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any

changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until the Port Authority grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

(a) Concessionaire hereby represents and warrants to Sublandlord and the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Concessionaire is not, and shall not become, a person or entity with whom Sublandlord or the Port Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with such persons or entities. Concessionaire acknowledges that Sublandlord is entering into this Sublease, and the Port Authority is entering into the Consent, in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Sublandlord to enter into and execute this Sublease and the Port Authority to enter into and execute the Consent. In the event of any breach of any of the foregoing representations and warranties by Concessionaire, Sublandlord shall have the right, in addition to any and all other remedies provided under this Sublease or at law or in equity, to immediately terminate this Sublease upon written notice to the Concessionaire, and the Port Authority shall have the right, in addition to any and all other remedies provided under the Consent or at law or in equity, to immediately revoke the Consent upon written notice to the Concessionaire. Concessionaire further acknowledges that there shall

be no cure for such a breach. In the event of any such termination by Sublandlord or revocation by the Port Authority, Concessionaire shall, immediately on receipt of Sublandlord's termination notice or the Port Authority's revocation notice, cease all use of and operations permitted under this Sublease and surrender possession of the Concessionaire Premises to Sublandlord without Sublandlord being required to resort to any other legal process. Termination or revocation on the aforedescribed basis shall be deemed a termination or revocation for cause.

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any

way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations

between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375

Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

A Shine and Co, LLC
555 California Street
San Francisco, California 94104
Attention: Chief Executive Officer

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to

achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, Sublandlord institutes any action or proceeding against Concessionaire relating to the provisions of this Sublease or any default hereunder, and if Sublandlord shall substantially prevail on any of its claims therein, Concessionaire shall reimburse Sublandlord for the costs and expenses, including reasonable attorneys' fees and disbursements, incurred by Sublandlord, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release.

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then, provided that no Event of Default has occurred, Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), either cash or a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following:

(a) With respect to the Security Deposit for Sublandlord, such Security Deposit shall be deposited in cash with Sublandlord in the amount of Two Thousand Dollars and No Cents ($2,000.00).

(b) With respect to the Security Deposit for the Port Authority, in the case of a letter of credit, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount set forth in the Consent, and in the case of cash, the same amount shall be deposited with the Port Authority. The form and terms of any letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, or apply or retain any part of a cash Security Deposit, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount, or in the case of a cash Security Deposit, shall deposit with such party cash in the amount so applied or retained. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, or

any application or retention of a cash Security Deposit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit or cash.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, or the cash Security Deposit being held, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit or cash, as the case may be, remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any Security Deposit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

A SHINE AND CO, LLC

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	**Approximate Sq. Ft.**	**Location**
Leasable Concession Space		
59EC	24	JFK T5 – East Concourse, Post-Security (adjacent to Unit 29EC)
60CC	24	JFK T5 – Center Core, Post-Security (adjacent to Unit 36CC)
Leasable Office and Storage Space		

EXHIBIT B

RESERVED

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

Only retail shoe shine services shall be sold at the Concessionaire Premises as follows:

Description of the three (3) levels of shoe shines offered:

"Basic" Shine – Leather cleaning and conditioning; heel and sole edge dressing, two (2) layers of polish brushed in shoe and buffed up.

"Glass" Shine – Same as Basic shine but three (3) layers of polish.

"Top" or "Bulletproof" Shine – Same as Basic shine but four (4) layers of polish.

Additional Products and Services Offered:

- Leather belt, bag, and jacket cleaning and conditioning
- Suede shoe cleaning.

All services shall be performed by Concessionaire entirely on the Concessionaire Premises, and Concessionaire shall at no time remove any customer's shoes, belts, bags, or other items from the Concessionaire Premises.

Concessionaire shall maintain at Concessionaire Premises all equipment, tools, and products necessary to perform the services, and shall not require access to water or other utilities except as expressly set forth herein.

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises:

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

Hotel, motel, or ground transportation reservation information

Food and beverages of any kind

Wi-Fi services

Newspapers and magazines

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

Initialed:

For the Port Authority

For Concessionaire

EXHIBIT H

RESERVED

EXHIBIT J

RESERVED

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a

suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL
IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about August 14, 2008, as amended.

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are

controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

[Insert Name of Company] (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

[Insert Name of Company]
Organization]

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor

BY:_____

DATE:_____

FOR THE POR AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 27TH day of OCTOBER in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA C. SCHILLING, 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 C. Mitchell
(notarial seal and stamp)

GAIL C. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified In Queens County
My Commission Expires June 14, 2011

FOR JETBLUE AIRWAYS CORPORATION

STATE OF NEW YORK)
) ss.
COUNTY OF QUEENS)

On the 25th day of August in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Martin St. George, 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)

JOHN ROSSI
Notary Public, State of New Yo
No # 02RO6199098
Qualified In Kings County
Commission Expires 01/12/201

FOR SUBLESSEE

STATE OF Virginia)
City of Charlottesville) ss.
~~COUNTY OF~~)

On the 30th day of AUGUST in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Meghan Reynolds, 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.

Rebecca G. Guinn
(notarial seal and stamp)

REBECCA G. GUINN
Notary Public - Reg. # 157833
Commonwealth of Virginia
My Commission Expires Sep. 30, 2012

THIS CONSENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE AIRLINE AND THE SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-865
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT, effective as of April 13, 2010 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and THE GROVE, INC. d/b/a Ben & Jerry's (*Sublessee*"), a corporation organized and existing under the laws of the State of Louisiana with an office and place of business at 3 Westbrook Corporate Center, Suite 500, Westchester, Illinois 60154, whose representative is Paul Loupakos, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Airline and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. Consent. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease

shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Article I. "Definitions":

(a) Port Authority Share and Sublandlard Share- Notwithstanding the definitions contained in the Sublease for each of the terms Port Authority Share and Sublandlord Share, for avoidance of doubt, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease)

(2) Section 2.04 "Delivery of Premises; Concessionaire's Work Generally" – In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

5. Required Port Authority Consent. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph. For purposes of this paragraph, the reference in Section 73(j) of the Airport Lease to "electricity" being charged to the Restaurant Owner shall include the cost of "natural gas", as an alternative or supplement to electricity.

8. Compliance with Laws.

The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee as a limited liability entity), managers (in their capacity as managers of the Sublessee as is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at it own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, and completed operations and covering bodily injury, including death, and property damage liability, and host liquor liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

	Minimum Limits
Commercial General Liability Combined single limit per occurrence for bodily injury and property damage liability:	$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30)

days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

(a) Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy

by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs.

Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices.

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

(i) "*Basic Lease*" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

(ii) "*City*" shall mean The City of New York, a municipal corporation of the State of New York.

(b) The Sublessee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the Basic Lease.

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

(i) This Consent is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(ii) The Sublessee shall not pay the fees or other sums under this Airline Lease for more than one (1) month in advance (excluding security and other deposits required under this Airline Lease);

(iii) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct consent on identical terms with the City;

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

(v) The Sublessee shall not use any portion of the Airport for any use other than as permitted under the Basic Lease;

(vi) The Sublessee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to this Consent.

18. Inspection.

(a) The Port Authority shall have the right by its officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Sublessee of its

obligations under this Consent and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Consent, the Airline Lease, or otherwise.

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

No failure by the Port Authority or the Airline to insist upon the strict performance of any agreement, term, covenant or condition of the Sublease or this Consent or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of the Sublease or this Consent during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority or the Airline of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of the Sublease or this Consent to be performed or complied with by the Sublessee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Sublessee in performance of any agreement, term, covenant or condition of the Sublease or this Consent shall affect or alter the Sublease or this Consent, but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform

the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

The Sublessee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Sublessee in respect of the permission granted under this Consent and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Consent. The Sublessee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

22. Business Development and Records:

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

(ii) not divert, or cause or allow to be diverted, any business from the Terminal or the Airport;

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Sublessee's business and necessary or desirable to keep accurate Books and Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer

systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

(b) Without implying any limitation on the right of the Port Authority to revoke this Consent for cause for breach of any term, condition or provision thereof, including but not limited to, breach of any term, condition or provision of paragraph (a) above, the Sublessee understands that the full reporting and disclosure to the Port Authority of all gross receipts and the Sublessee's compliance with all the provisions of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Consent. In the event any Books and Records are maintained outside the Port of New York District or in the event of the failure of the Sublessee to comply with all the provisions of paragraph (a) above then, in addition to all, and without limiting any other, rights and remedies of the Port Authority and the Airline under this Consent or otherwise and in addition to all of the Sublessee's other obligations under this Consent:

(i) the Port Authority may estimate the gross receipts on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Sublessee and the fees based thereon shall be payable to the Port Authority when billed; and/or

(ii) if any Books and Records are maintained outside of the Port of New York District, then the Port Authority in its sole discretion may (x) require on ten (10) days' notice to the Sublessee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Sublessee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Sublessee shall pay to the Port Authority when billed all costs and expenses of the Port Authority, as determined by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of the Port Authority or of the Airline under this Consent or otherwise including without limitation the

right of the Port Authority to revoke this Consent for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then the Sublessee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

(e) The foregoing auditing costs, expenses and amounts of the Port Authority set forth in paragraphs (b), (c) and (d) above shall be deemed fees under this Consent payable to the Port Authority with the same force and effect as the basic fee/rent and all other fees/rent payable to the Port Authority hereunder.

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

(b) To the extent that the Sublessee has not already done so at the time of execution of this Consent and without limiting the generality of any other term or provision hereof, the Sublessee agrees to submit monthly statements of Gross Receipts and to pay, at the time of execution and delivery of this Consent to the Port Authority, all fees and other amounts, due under this Consent to the Port Authority for the period from the Effective Date to the time of execution and delivery of this Consent by the Sublessee.

machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) Upon the execution of this Consent by the Sublessee and delivery thereof to the Port Authority, the Sublessee shall deposit with the Port Authority (and shall keep deposited throughout the effective term of this Consent) the sum of Five Thousand Eight Hundred Fifty Dollars ($5,850.00) either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Sublessee, all of the terms, provisions, covenants and conditions of this Consent on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Sublessee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Sublessee) in a manner satisfactory to the Port Authority. The Sublessee may request the Port Authority to accept a registered bond in the Sublessee's name and if acceptable to the Port Authority the Sublessee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee any expenses incurred by the Port Authority in re-registering a bond to the name of the Sublessee shall be borne by the Sublessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Sublessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Sublessee. With respect to any bonds deposited by the Sublessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Sublessee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Sublessee. The Sublessee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Sublessee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts

such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Sublessee. With respect to any bonds deposited by the Sublessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Sublessee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Sublessee. The Sublessee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Sublessee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Sublessee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Sublessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Consent, and upon condition that the Sublessee shall then be in no wise in default under any part of this Consent, and upon written request therefor by the Sublessee, the Port Authority will return the deposit to the Sublessee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Sublessee of this Consent or any part thereof. The Sublessee agrees that it will not assign or encumber the deposit. The Sublessee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Sublessee may at any time during the effective term under this Consent offer to deliver to the Port Authority, as security for all obligations of the Sublessee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of Five Thousand Eight Hundred Fifty Dollars and No Cents ($5,850.00). 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 Consent and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Sublessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) above or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) above. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Consent, 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 Consent on the part of the Sublessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Sublessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) above. The Sublessee 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 Consent and fulfillment of the obligations of the Sublessee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Sublessee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(c) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

26. Third Party Beneficiary; Enforcement.

The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this

Consent, the Sublessee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Sublessee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Sublessee shall promptly give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all threatened or existing labor-related disruptions directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances, including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee, subject to applicable laws and regulations.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of

such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations regarding human resources and employment matters, to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any

other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law.

This Consent and any claim, dispute or controversy arising out of, under or related to this Consent shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

30. No Personal Liability.

Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

31. Entire Agreement; Amendment.

This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

Lysa C. Scully
(Title): ~~Assistant Director~~
Customer, Concessions & Airport Services

(Seal)

ATTEST:

Secretary

THE GROVE, INC. d/b/a Ben & Jerry's

By: _____

(Printed Name): _____

(Title) President

(Seal)

THE GROVE, INC. Louisiana March 17, 1981

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT
JETBLUE AIRWAYS CORPORATION

By: _____

(Printed Name): _____

(Title) _____ President

(Corporate Seal)

MJ SB

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are

controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

[Insert Name of Company] (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
[Insert Name of Company]	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

ORIGINAL

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

THE GROVE, INC. d/b/a Ben & Jerry's, Concessionaire

Dated as of February 22, 2010

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of April 13, 2010, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and THE GROVE, INC., a Louisiana corporation d/b/a Ben & Jerry's having an office at 3 Westbrook Corporate Center, Suite 500, Westchester, Illinois 60154 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2010, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the earlier to occur of (a) the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, and (b) March 1, 2010.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire Marks" has the meaning set forth in Section 21.05(a).

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii)

Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

"Environmental Requirements" means all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other programs adopted and agreements made by Sublandlord or the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist;

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public; and

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof.

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) October 31, 2016, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, all concessionaires at the Master Lease Premises operating food and beverage businesses. For avoidance of doubt, Concessionaire is a F&B Concessionaire hereunder.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by

law upon the sale of merchandise, food & beverage products or services which are separately stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products, to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed twenty percent , required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire

Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

"Hazardous Substances" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and other substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"MAG Period" has the meaning set forth in the Section 3.01(d).

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concession Premises, subject to the limitations set forth in Article VI of this Sublease: (i) operation of a food and beverage business selling frozen beverages, sundaes, ice cream, baked goods, and confections to users of the Master Lease Premises, including JetBlue passengers and employees, airport workers, and the traveling public, in accordance with all terms and conditions hereof (including but not limited to Section 6.02 and Section 8.01) and (ii) storage (storage portions of the Concession Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

"Port Authority" means The Port Authority of New York and New Jersey, a body corporate and politic as established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America.

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public in the Concessionaire Premises, and (b) May 21, 2010.

"Retail Concessionaires" means, collectively, all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void *ab initio* and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times

designated herein for determination, of Concessionaire's Initial Buildout Costs, using straight line amortization over a six (6) year period beginning on the Rent Commencement Date, calculated on a daily basis using a 365 day year.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term; Extension Option.

(a) The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term (a) without cause upon not less than thirty (30) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

(b) Sublandlord shall have the right, but not the obligation, to extend the Term for up to two (2) additional terms of one (1) year each (each an "Extension Term"), the first Extension Term (the "First Extension Term") commencing on November 1, 2016 and ending on October 31, 2017, and the second Extension Term (the "Second Extension Term") commencing on November 1, 2017 and ending on October 31, 2018, upon and subject to the provisions of this Section 2.02. Not later than one hundred twenty (120) days prior to expiration of the original Term (in the case of the First Extension Term) and expiration of the First Extension Term (in the case of the Second Extension Term), Sublandlord shall notify Concessionaire of its election to extend or not to extend the Term (the "Extension Election Notice"), which election shall be at the sole discretion of Sublandlord, provided that if Sublandlord fails to deliver the Extension Election Notice by such date, Concessionaire shall send Sublandlord a written request for the Extension Election Notice within ten (10) days of such date. Sublandlord shall send

Concessionaire the Extension Election Notice within fifteen (15) days after receipt of such request from Concessionaire. If Sublandlord elects to extend the Term pursuant to this Section 2.02, the Rent during any Extension Term shall escalate and be payable in accordance with Article III as though the original Term continued through such Extension Term, and the "Expiration Date" shall be deemed to mean the stated expiration date of the then-current Extension Term as set forth above.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until May 21, 2010 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any

work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS

SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after the Rent Commencement Date in accordance with the other provisions of this Article. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

(d) "MAG Period" means (i) with respect to the first MAG Period, the three hundred sixty-five (365) day period from and after the Rent Commencement Date, (ii) with respect to the second MAG Period, the three hundred sixty-five (365) day period from and after the first anniversary of the Rent Commencement Date, and (iii) with respect to the third, fourth, and fifth MAG Periods, each of the three hundred sixty-five (365) day periods from and after the second, third, forth, and fifth anniversaries of the Rent Commencement Date, respectively, and (iv) with respect to the sixth MAG Period, the period from and after the fifth anniversary of the Rent Commencement Date and ending on the Expiration Date. If Sublandlord elects to extend the Term for the First Extension Term, as provided in Section 2.02 hereof, "MAG Period" shall mean (i) with respect to the sixth MAG Period, the three hundred sixty-five (365) day period from and after the fifth anniversary of the Rent Commencement Date, and (ii) with respect to the seventh MAG Period, the period from and after the sixth anniversary of the Rent Commencement Date and ending on the Expiration Date. If Sublandlord elects to extend the Term for the Second Extension Term, as provided in Section 2.02 hereof, "MAG Period" shall

mean (i) with respect to the seventh MAG Period, the three hundred sixty-five (365) day period from and after the sixth anniversary of the Rent Commencement Date, and (ii) with respect to the eighth MAG Period, the period from and after the seventh anniversary of the Rent Commencement Date and ending on the Expiration Date.

SECTION 3.02 Reconciliation. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon) due and owing for the prior Annual Period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such Annual Period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such Annual Report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any Annual Period exceeds the total Rent due and owing for such Annual Period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Annual Period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during

which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made in one of the following manners:

U.S. Mail, postage pre-paid, addressed to:	*Overnight Courier, pre-paid, addressed to:*	*Wire Transfer to:*
Dallas Lockbox JetBlue Airways P.O. Box 842124 Dallas, TX 75284-2124	Dallas Lockbox Bank of America Lockbox Services Lockbox 841895 1401 Elm Street, 5th Floor Dallas, TX 75202	Bank: Citibank N.A. ABA No.: 021000089 Account No.:

or to such other officer or address or account as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under this Sublease;

(ii) not divert, or cause or allow to be diverted, any business from the Master Lease Premises or the Airport;

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to Concessionaire's business and necessary or desirable to keep accurate Books and Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part

of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each Annual Period, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding Annual Period pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts, by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the Annual Period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each Annual Period to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any credit due to Concessionaire, after approval of the annual certified statement, shall be taken no later than one hundred eighty (180) days after the end of the Annual Period for which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by

Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings. If Concessionaire fails to provide such as-built drawings in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord or the Port Authority of the rights granted under this paragraph entitle Concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of

(the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, (ii) the Initial Buildout Costs, and (iii) all Mid-Term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the sixth (6th) anniversary of the Rent Commencement Date as result of a Discretionary Revocation under Section 25.18 or for any other reason other than (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment.

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due to Concessionaire, arising from or related to a termination or expiration of the Sublease as described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive, consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Buildout Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell frozen beverage, sundae, ice cream, baked good, and confection products to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell only the products listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may from time to time be amended by Sublandlord. The prices listed in Exhibit E shall be subject to the "Street Pricing Requirements" as set forth in Section 8.03 hereof. Concessionaire must submit a written request for such changes to the Sublandlord Concession Manager for review and Concessionaire must receive written authorization from the Sublandlord Concession Manager before menu items may be added or removed, or prices may be increased or decreased.

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each

concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire 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 consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Lease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in,

denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) Concessionaire shall include the provisions of paragraph (a) of this Section in every sublease, agreement or concession it may make pursuant to which any Person or Persons, other than Concessionaire, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such covenant.

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

(d) Concessionaire shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from Concessionaire's noncompliance with any of the provisions of this Section and Concessionaire shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation. Concessionaire hereby represents, warrants, and covenants as follows:

(a) Concessionaire was selected as a Airport Concessions Disadvantaged Business Enterprise (an "ACDBE"), and its subtenancy under this Sublease is subject to the provisions of this Section and the requirements set forth in Exhibit H attached hereto.

(b) Concessionaire shall use the Concessionaire Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 23 & 26, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(c) Concessionaire is now, or will be prior to the Commencement Date, qualified as an ACDBE to the extent and by virtue of an ACDBE participation of at least One Hundred Percent (100%) of Concessionaire's Gross Receipts for each Annual Period throughout the Term of this Sublease. Concessionaire shall, at all times during the Term, maintain its status and qualification as such pursuant to the requirements set forth in this Section and Exhibit H attached hereto. In furtherance of the foregoing:

(i) Any ACDBE participation agreement between Concessionaire and its selected ACDBE shall provide for meaningful involvement of the ACDBE in the activities, management, operations and revenues of the Concessionaire operations. Concessionaire shall provide written quarterly reports to Sublandlord, in form and detail reasonably satisfactory to Sublandlord, as to the ACDBE participation. At any time the ACDBE participation level drops below the established ACDBE participation goal stated in this Section, Concessionaire shall take immediate corrective measures to ensure that the ACDBE participation is increased to the established participation goal. Concessionaire shall provide written reports to the Sublandlord documenting such efforts. For a period of at least six (6) months, Concessionaire shall provide assistance to its ACDBE participants, including administrative support, purchasing, inventory control, and management and marketing techniques; and

(ii) If Concessionaire determines an ACDBE is unwilling or unable to perform satisfactorily under this Sublease, Concessionaire shall immediately replace such ACDBE with another ACDBE, maintaining or exceeding the participation percentage of the substituted ACDBE. Requests for substitutions must be submitted to the Sublandlord and the Port Authority for approval prior to substitution.

(d) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any ACDBE provisions in this Sublease, Sublandlord and the Port Authority may take appropriate action to enforce compliance, or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from either Sublandlord or the Port Authority, Sublandlord or the Port Authority, as the case may be, shall have the right to terminate this Sublease and the letting hereunder, and with respect to any such termination by the Port Authority such termination shall have the same force and effect as a revocation of the Consent, or Sublandlord and the Port Authority may pursue such other remedies as may be provided by law.

(e) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority from any claims and demands of third persons, including the United States of America, resulting from Concessionaire's noncompliance with any of the provisions of this Section, and Concessionaire shall reimburse Sublandlord and the Port Authority for any loss or expense incurred by reason of such noncompliance.

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall remain open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least the last actual departure at the Master Lease Premises on such day. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation. The minimum hours of operation for the first ninety (90) days following the Rent Commencement Date shall be as follows:

Minimum Hours of Operation

(Table to be completed with the minimum hours of operation for each unit included in Concessionaire Premises per the RFP or Proposal, whichever are longer):

Unit	Minimum Hours of Operation
6NC	5:30 am to 11:00 pm, Daily
The following units must be open and ready to serve customers when the security screening checkpoint opens.	

After the first ninety (90) days following the Rent Commencement Date of each specific location constituting part of the Concessionaire Premises, the hours of operation may be changed upon submittal of a specific and substantiated request by Concessionaire and receipt of prior written approval from Sublandlord.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any

reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandise. Concessionaire shall sell the items listed in Exhibit E in the designated locations, also listed in Exhibit E. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer a 20% discount on the price of all products and merchandise, excluding reading material and tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport.

Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services, in addition to cash, travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to

represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire

in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Mid-Term Refurbishment.

(a) Prior to the last one hundred eighty (180) days of the forth (4th) anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first thirty (90) days after the fourth (4th) anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such refurbishments shall be a minimum of All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

(c) Within sixty (60) days after completion of the Mid-Term Refurbishments, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of the Mid-Term Refurbishments, including the associated architectural, engineering, and interior design fees of independent consultants, less

any Excluded Costs. If said costs are less than the cost set forth in Section 10.06(a) above, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments that have been constructed, as well as depreciation schedules for all Mid-term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

(d) At any time prior to the last one hundred eighty (180) days of the forth (4th) anniversary of the Commencement Date, Concessionaire may submit a written request to Sublandlord that the costs of certain alterations and improvements made by Concessionaire to the Concessionaire Premises prior to such date be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement set forth in Section 10.06(a) above. Sublandlord may approve or deny such request in its sole discretion.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with

such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of

construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within fifteen (15) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity; Natural Gas.

(a) Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire.

At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

(b) Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of natural gas, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises.. Sublandlord shall supply natural gas to the Concessionaire Premises and the cost thereof (collectively, "Gas Charges") shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Gas Charges to be the actual cost of natural gas for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of natural gas exceed the capacity of the infrastructure servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the natural gas infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.]

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including

Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$5,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	100% of Replacement Value of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Twenty-Five Thousand Dollars ($25,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the

part of Concessionaire or Concessionaire's employees, and not less than Twenty-Five Thousand Dollars ($25,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(c) Prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay a deposit of eight thousand dollars ($8,000.00) to Sublandlord as detailed in Section 6.09 of the Tenant Design Manual.

(d) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full

replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any

breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at

its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said

Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be

deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire (i) is a corporation or limited liability company whose stock or membership interests, as the case may be, are publicly traded on a national securities exchange or on the "over-the-counter" market, and (ii) fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, then Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs, provided that Sublandlord shall have no obligation to reimburse Concessionaire for its Unamortized Capital Investment as a result of any such termination.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square

footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Complete Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is completely destroyed by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until such space is temporarily replaced with other space sufficient to allow Concessionaire to operate, if such space is reasonably available. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should

Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent,

and such default shall continue for a period of five (5) days after notice by Sublandlord to Concessionaire of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within fifteen (15) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire a five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents

collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all Annual Periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory

and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

(b) Except with the prior written consent of the Port Authority and Sublandlord, Concessionaire shall not place, install, erect, maintain or display any signs or any advertising at or on the exterior parts of the Concessionaire Premises or in the Concessionaire Premises so as to be visible through the windows or exterior doors thereof. Interior and exterior signs affecting public safety and security shall be in accordance with established Port Authority standards.

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

(b) Upon the expiration or sooner termination of the Master Lease, Concessionaire shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises

if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. In the event that there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, the Port Authority may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to the Port Authority on demand.

SECTION 21.05 Intellectual Property; Franchise; Tenant Directory, Etc.

(a) Concessionaire hereby represents, warrants, covenants to Sublandlord that: (i) Concessionaire owns or has obtained, and will continue to own or maintain at all times during the Term hereof, the necessary rights to use the trademarks, trade names, trade dress, service marks, copyrights, and other intellectual property used by Concessionaire in connection with its business operations at the Concessionaire Premises, including but not limited to the "Ben & Jerry's" trademark, (collectively, "Concessionaire Marks"), (ii) Concessionaire has the right to grant the license for the Concessionaire Marks described in Paragraph (c) hereof, and (iii) none of the Concessionaire Marks infringe on any third party property rights. Upon request of Sublandlord, Concessionaire shall promptly provide evidence reasonably satisfactory to Sublandlord of Concessionaire's compliance with this Section 21.05(a), including but not limited to complete copies of any intellectual property license agreements or other related documents. Failure to comply with this Section 21.05(a) shall be an Event of Default under Section 17.01 hereof.

(b) Concessionaire hereby represents, warrants, covenants to Sublandlord that Concessionaire has obtained, and will continue to maintain at all times during the Term hereof, any and all rights necessary to operate its business at the Concessionaire Premises as a franchise of "Ben & Jerry's." Upon request of Sublandlord, Concessionaire shall promptly provide evidence reasonably satisfactory to Sublandlord of Concessionaire's compliance with this Section 21.05(b), including but not limited to complete copies of any franchise agreements or other related documents. Failure to comply with this Section 21.05(b) shall be an Event of Default under Section 17.01 hereof.

(c) Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord a royalty-free, non-exclusive license to use the Concessionaire Marks, provided that such use shall be limited to the following: (a) listing Concessionaire's name on Sublandlord's website, and (b) inclusion of Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

(d) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of,

relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 hereof regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a similar or better layout as the Concessionaire Premises, as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business. Upon receipt of such notice, Concessionaire shall have the right, by written notice to Sublandlord given no later than fifteen (15) days after receipt of Sublandlord's initial notice, to notify Sublandlord of its desire to terminate this Sublease if such substitution shall occur, whereupon Sublandlord shall elect, by written notice

given no later than fifteen (15) days after receipt of Concessionaire's notice, to (x) withdraw its notice of substitution, or (y) accept Concessionaire's termination. Any such termination in accordance with the foregoing shall become effective on the effective date established for the substitution in Sublandlord's initial notice, and upon such termination Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of such effective date, in accordance with Section 5.04. Concessionaire's failure to notify Sublandlord of its desire to terminate this Sublease pursuant to this Section shall be deemed its acceptance of the substitution, whereupon, as of the effective date thereof:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures.

Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this

paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until the Port Authority grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

(a) Concessionaire hereby represents and warrants to Sublandlord and the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Concessionaire is not, and shall not become, a person or entity with whom Sublandlord or the Port Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with such persons or entities. Concessionaire acknowledges that Sublandlord is entering into this Sublease, and the Port Authority is entering into the Consent, in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Sublandlord to enter into and execute this Sublease and the Port Authority to enter into and execute the Consent. In the event of any breach of any of the foregoing representations and warranties by Concessionaire, Sublandlord shall have the right, in addition to any and all other remedies provided under this Sublease or at law or in equity, to immediately terminate this Sublease upon written notice to the Concessionaire, and the Port Authority shall have the right, in addition to any and all other remedies provided under the Consent or at law or in equity, to immediately revoke the Consent upon written notice to the Concessionaire. Concessionaire further acknowledges that there shall be no cure for such a breach. In the event of any such termination by Sublandlord or revocation by the Port Authority, Concessionaire shall, immediately on receipt of Sublandlord's termination notice or the Port Authority's revocation notice, cease all use of and operations permitted under this Sublease and surrender possession of the Concessionaire Premises to Sublandlord without Sublandlord being required to resort to any other legal process. Termination or revocation on the aforedescribed basis shall be deemed a termination or revocation for cause.

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and

representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section,

subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire

shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Senior Vice President, Marketing and Commercial Strategy

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

The Grove, Inc.

3 Westbrook Corporate Center, Suite 500
Westchester, Illinois 60154
Attention: Michelle Dukler, President & CEO

With a copy to:

The Grove, Inc.
3 Westbrook Corporate Center, Suite 500
Westchester, Illinois 60154
Attention: Paul Loupakos

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, Sublandlord institutes any action or proceeding against Concessionaire relating to the provisions of this Sublease or any default hereunder, Concessionaire shall reimburse Sublandlord for the costs expenses, including reasonable attorneys' fees and disbursements, incurred by Sublandlord, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release.

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then, provided that no Event of Default has occurred, Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the

amount of (i) through the second year of the Term, Twenty Three Thousand Four Hundred Dollars and No Cents ($23,400.00)

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of set forth in the Consent. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and

the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the

Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name: M. J. St. George
Title: SVP-Mktg

THE GROVE, INC. d/b/a Ben & Jerry's

By: _____
Name: MICHELLE DUKLER
Title: PRESIDENT + CEO

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	**Approximate Sq. Ft.**	**Location**
Leasable Concession Space		
6NC	431	JFK T5 – North Concourse, Post-Security
Leasable Office and Storage Space		

EXHIBIT B

RESERVED

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

See Port Authority Tenant Alteration Application (TAA) # Y-8104

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF PRODUCTS APPROVED FOR SALE

JFK BEN & JERRY'S

Department: Cones	
KIDS CONE (3 OZ)	$3.25
SMALL CONE (6 OZ)	$4.00
LARGE CONE (9 OZ)	$5.00
WAFFLE CONE	$1.00
CHOCOLATE DIPPED WAFFLE CONE	$1.50
CHOCOLATE DIPPED SUGAR CONE	$0.75
SPRINKLES	$0.75
ALL OTHER TOPPINGS	$0.75
Department: Sundaes	
HOT FUDGE SUNDAE	$5.50
CORE CONCOCTION SUNDAE	$5.50
COOKIE COOKIE SUNDAE	$5.50
BROWNIE SPECIAL	$5.50
WAFFLE CONE SUNDAE	$5.50
BANANA FUDGE ROYAL	$5.50
BANANA SPLIT	$6.25
Department: IC Drinks	
SMALL MILK SHAKE (14 OZ.)	$5.00
LARGE MILK SHAKE (20 OZ.)	$5.50
SORBET SPLASH	$5.50
SMALL SMOOTHIE (14 OZ.)	$5.00
LARGE SMOOTHIE (20 OZ.)	$5.50
ICE CREAM FLOAT	$5.50
Department: Handpacked	
HAND PACK PINT	$5.50
Department: Baked Goods	
CHOCOLATE CHIP COOKIE	$1.50
FUDGE BROWNIE	$2.25
Department: Beverages	
LEMONADE	$2.25
BOTTLED WATER	$2.99
BOTTLED SOFT DRINKS (20 OZ)	$2.69

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises:

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

Hotel, motel, or ground transportation reservation information

Wi-Fi services

Newspapers and magazines

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment

needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H
(Schedule G to the Consent)

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint 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 Concessionaire in its performance of the Sublease, Concessionaire shall use, to the maximum extent feasible and consistent with 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, 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.

ARTICLE XXVI. 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 $52.47 Million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b)

whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the 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 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.

Concessionaire's breach of its obligations under 49 CFR Part 23 & 26 shall be a default by Concessionaire and shall entitle the Port Authority to exercise all of its contractual and legal remedies including revocation of the Consent.

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

RESERVED

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease.. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor,

Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL IN RESPONSE TO SUBLANDLORD'S RFP

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 18TH day of November in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA A. SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified in Queens County
My Commission Expires June 14, 2011

FOR JETBLUE AIRWAYS CORPORATION

STATE OF NEW YORK)
) ss.
COUNTY OF QUEENS)

On the 12th day of October in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared MARTIN ST. GEORGE, 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)

JOHN ROSSI
Notary Public, State of New York
No # 02RO6199098
Qualified in Kings County
Commission Expires 01/12/2013

FOR SUBLESSEE

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On the 24th day of August in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Michelle Dukes, 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.

Stacy Crook
(notarial seal and stamp)

OFFICIAL SEAL
STACEY CROOK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-4-2014

CONSENT TO SUB LEASE AGREEMENT

among

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

JETBLUE AIRWAYS CORPORATION
(Lessee)

and

PARADIES-JFK, LLC
(Sublessee)

THIS CONSENT AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE AIRLINE AND THE SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-867
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of October 13, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **PARADIES-JFK, LLC** ("*Sublessee*"), a limited liability organized and existing under the laws of the State of New York, with an office and place of business at 5950 Fulton Industrial Boulevard, S.W., Atlanta, Georgia 30336, whose representative is Gregg Paradies, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("*Airport*") for certain passenger terminal facilities as more particularly set forth in the Airline Lease (the "*Terminal*"); and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Airline and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. Consent. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease nor constitute or be deemed to constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or

approval thereto under this Consent, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Airline including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) In any case of any conflict with, or difference or inconsistency between, the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease, those of the Airline Lease shall control. Accordingly, to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

(e) The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease.

(f) Without limiting the generality of subparagraph (a), above, and notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Section 2.04, "Delivery of Premises; Concessionaire's Work Generally" –

In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60-day period.

(2) For avoidance of doubt, in the Sublease definitions of Port Authority Share and Sublandlord Share, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease).

(3) Section 3.02, "Reconciliation" – Any reconciliation to be made by the Port Authority in favor of the Sublessee shall be handled by the Port Authority by applying the procedures typically followed by the Port Authority in the ordinary course of its business with other permittees/lessees/sublessees.

(4) Section 4.01 (a) (iv), "Books and Records" – As between the Sublessee and the Port Authority, paragraph 22 of this Consent shall control over Section 4.01(a)(iv).

(5) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

5. Required Port Authority Consent. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the

Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

7. Utilities.

(a) The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

(b) Except as expressly permitted under the Airline Lease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Sublessee the cost of any utilities other than as aforesaid in this paragraph.

8. Compliance with Laws.

The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the

unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 6 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or upon revocation of this Consent, with or without cause, of any amount of the Sublessee's capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Sublessee if it is a limited liability entity), managers (in their capacity as managers of the Sublessee if it is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from

which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at it own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

12. Insurance.

(a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

	Minimum Limits
Commercial General Liability Combined single limit per occurrence for bodily injury and property damage liability:	$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be

reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

(a) Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee, shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority, and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs.

Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Terminal including without limitation the installation of any signs at the Airport. The Airline and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Airline shall prepare and submit to the Port Authority.

16. Notices.

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Airline and their respective offices shall be as set forth in the Airline Lease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. Basic Lease Provisions.

(a) Certain Definitions.

(i) "*Basic Lease*" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

(ii) "City" shall mean The City of New York, a municipal corporation of the State of New York.

(b) The Sublessee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the Basic Lease.

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

(i) This Consent is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(ii) The Sublessee shall not pay the fees or other sums under this Airline Lease for more than one (1) month in advance (excluding security and other deposits required under this Airline Lease);

(iii) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct consent on identical terms with the City;

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

(v) The Sublessee shall not use any portion of the Airport for any use other than as permitted under the Basic Lease;

(vi) The Sublessee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to this Consent.

18. Inspection.

(a) The Port Authority shall have the right by its officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Sublessee of its obligations under this Consent and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Consent, the Airline Lease, or otherwise.

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

No failure by the Port Authority or the Airline to insist upon the strict performance of any agreement, term, covenant or condition of the Sublease or this Consent or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of the Sublease or this Consent during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority or the Airline of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of the Sublease or this Consent to be performed or complied with by the Sublessee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Sublessee in performance of any agreement, term, covenant or condition of the Sublease or this Consent shall affect or alter the Sublease or this Consent, but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation,

cancellation or termination of the effective period of the permission granted under this Consent, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

The Sublessee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Sublessee in respect of the permission granted under this Consent and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Consent. The Sublessee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

22. Business Development and Records.

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

(ii) not divert, or cause or allow to be diverted, any business from the Terminal or the Airport;

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices,

invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An "Affiliate" with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Sublessee's business and necessary or desirable to keep accurate Books and Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and

use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

(b) Without implying any limitation on the right of the Port Authority to revoke this Consent for cause for breach of any term, condition or provision thereof, including but not limited to, breach of any term, condition or provision of paragraph (a) above, the Sublessee understands that the full reporting and disclosure to the Port Authority of all gross receipts and the Sublessee's compliance with all the provisions of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Consent. In the event any Books and Records are maintained outside the Port of New York District or in the event of the failure of the Sublessee to comply with all the provisions of paragraph (a) above then, in addition to all, and without limiting any other, rights and remedies of the Port Authority and the Airline under this Consent or otherwise and in addition to all of the Sublessee's other obligations under this Consent:

(i) the Port Authority may estimate the gross receipts on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Sublessee and the fees based thereon shall be payable to the Port Authority when billed; and/or

(ii) if any Books and Records are maintained outside of the Port of New York District, then the Port Authority in its sole discretion may (x) require on ten (10) days' notice to the Sublessee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Sublessee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Sublessee shall pay to the Port Authority when billed all costs and expenses of the Port Authority, as determined by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of the Port Authority or of the Airline under this Consent or otherwise including without limitation the right of the Port Authority to revoke this Consent for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then the Sublessee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Consent or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

(e) The foregoing auditing costs, expenses and amounts of the Port Authority set forth in paragraphs (b), (c) and (d) above shall be deemed fees under this Consent payable to the Port Authority with the same force and effect as the basic fee/rent and all other fees/rent payable to the Port Authority hereunder.

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

(b) To the extent that the Sublessee has not already done so at the time of execution of this Consent and without limiting the generality of any other term or provision hereof, the Sublessee agrees to submit monthly statements of Gross Receipts and to pay, at the time of execution and delivery of this Consent to the Port Authority, all fees and other amounts, due under this Consent to the Port Authority for the period from the Effective Date to the time of execution and delivery of this Consent by the Sublessee.

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) With respect to the letter of credit as security for the Port Authority, in connection with the Sublease, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Seven Hundred Thirty Thousand Seven Hundred Dollars and No Cents ($730,700.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

26. Third Party Beneficiary; Enforcement.

The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport.

(a) General. In connection with its operations at the Airport under this Consent, the Sublessee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Sublessee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Sublessee shall promptly give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all threatened or existing labor-related disruptions directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances, including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee, subject to applicable laws and regulations.

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor

organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations regarding human resources and employment matters, to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law.

Anything in the Sublease to the contrary notwithstanding, the effect and meaning of this Consent and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

30. No Personal Liability.

Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

31. Entire Agreement; Amendment.

This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By:

(Title): ASST DIRECTOR CCCAS

(Seal)

ATTEST:

Secretary / TREASURER

PARADIES-JFK, LLC

By:

(Printed Name): Gregg Paradise

(Title) President (Member/Manager)

(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By:

(Printed Name): George Sauer

(Title) Vice President

(Corporate Seal)

APPROVED FOR TRANSMITTAL

FORM

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

$47.78 GWE/PA GR/GS

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed ~~$30~~million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South,

4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee/sublessee, the term Concessionaire shall mean the Lessee or Sublessee, as the case may be, herein.

Initialed:

For the Port Authority

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

[Insert Name of Company] (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

[Insert Name of Company]

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

EXECUTION

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

PARADIES – JFK, LLC, Concessionaire

Dated as of October __, 2008

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of October __, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and PARADIES – JFK, LLC, a New York limited liability company having an office at 5950 Fulton Industrial Boulevard, S.W., Atlanta, Georgia 30336 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, as set forth in a written notice to Concessionaire.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful death, or property

damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

"Environmental Requirements" means all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other programs adopted and agreements made by Sublandlord or the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist;

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public; and

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof.

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) the day preceding the eighth (8th) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately

stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed , given by Concessionaire on sales of merchandise or services to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services to the employees of Sublandlord, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

"Hazardous Substances" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and other substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and

complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth in Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than October 15, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concession Premises, subject to the limitations set forth in Article VI of this Sublease: (i) the operation of one or more retail businesses for the uses and of the types set forth in Exhibit B attached hereto; (ii) general and administrative offices (office portions of the Concession Premises only); and (iii) storage (storage portions of the Concession Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

"Port Authority" means The Port Authority of New York and New Jersey, a body corporate and politic as established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America.

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to

the public in the Concessionaire Premises, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master

Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Buildout Costs, using straight line amortization over an eight (8) year period beginning on the Rent Commencement Date, calculated on a daily basis using a 365 day year.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term. The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than eight (8) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term in accordance with Section 14 hereof.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until October 15, 2008 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE

INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after the earlier of (i) the date on which Unit 5NC of the Concessionaire Premises opens for business, and (ii) the date on which the entire North Concourse of the Concessionaire Premises opens for commercial flight operations (such date, the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to the Monthly MAG Commencement Date, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following, it being understood and agreed that there shall be one Minimum Annual Guarantee for all of the units, in the aggregate, comprising the Concessionaire Premises:

(d) The Minimum Annual Guarantee for the first three hundred sixty-five (365) day period following the Monthly MAG Commencement Date shall be based on enplaned passenger projections of enplanements (the "Estimated Year 1 Enplanements"). If the actual number of enplaned passengers for such period is less than enplanements, then the Minimum Annual Guarantee shall be decreased by the percentage change between the actual number of enplaned passengers and the Estimated Year 1 Enplanements. Notwithstanding the foregoing, if on the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, the Minimum Annual Guarantee is less than the Minimum Annual Guarantee shall automatically increase to and the Monthly MAG Payment shall be adjusted accordingly, and thereafter the Minimum Annual Guarantee shall escalate on an annual basis in accordance with the escalation formulas set forth in the definition of Minimum Annual Guarantee above, provided that (i) prior to the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, if the actual number of enplaned passengers for any year during the Term is less than enplanements, then the Minimum Annual Guarantee for such year shall be decreased by the percentage change between the actual number of enplaned passengers during such year and enplanements, and (ii) after the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, if the actual number of enplaned passengers for any year during the Term is less than enplanements, then the Minimum Annual Guarantee for such year shall be decreased by the percentage change between the actual number of enplaned passengers during such year and enplanements. All such determinations of the change in enplanements shall be made by Sublandlord in good faith and set forth in a notice to Concessionaire.

SECTION 3.02 Reconciliation. The Rent, excluding Additional Rent, paid monthly pursuant to this Article shall be reconciled annually in accordance with this Section such that the amount of Rent, excluding Additional Rent, paid by Concessionaire to Sublandlord during each annual period shall equal the greater of the Minimum Annual Guarantee or the Percentage Rent due for such annual period. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon but excluding Additional Rent) due and owing for the prior annual period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such annual period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such annual statement or report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any annual period exceeds the total Rent due and owing for such annual period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively.

Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last annual period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease. For any payment period of less than one annual period, the Minimum Annual Guarantee shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the annual period in which the payment period falls. For purposes of this Section, "annual period" shall mean the one year period commencing on the Monthly MAG Commencement Date or anniversary thereof and ending on the anniversary of such date.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment and the Monthly Office/Storage Rent, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a

statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) Subject to Section 3.02, the computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made by mail to JetBlue Airways Corporation, 19 Old Kings Highway South, Darien, Connecticut 06820, Attn: Accounts Payable, or via the following wire transfer instructions:

Bank: Citibank N.A.
ABA Number: 021000089
Account Number:

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under this Sublease;

(ii) not divert, or cause or allow to be diverted, any business from the Master Lease Premises or the Airport;

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's corporate offices

identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's corporate offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to Concessionaire's business and necessary or desirable to keep accurate Books and Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts

of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port

Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts, by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and

that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1)

approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlor

EXECUTION

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

PARADIES – JFK, LLC, Concessionaire

Dated as of October __, 2008

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of October __, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and PARADIES – JFK, LLC, a New York limited liability company having an office at 5950 Fulton Industrial Boulevard, S.W., Atlanta, Georgia 30336 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 10.11.

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work, as set forth in a written notice to Concessionaire.

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth on Exhibit C attached hereto.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 11.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful death, or property

damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

"Environmental Requirements" means all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other programs adopted and agreements made by Sublandlord or the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist;

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public; and

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof.

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of (a) financing, (b) interest, (c) inventory, (d) office equipment and furnishings, (e) pre-opening expenses, (f) intra-company charges related to construction, (g) professional fees and other costs related to design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Minimum Initial Investment, and (h) professional fees and other costs related to the design and engineering of Concessionaire's Work in excess of twelve percent (12%) of the Mid-Term Refurbishment.

"Expiration Date" means the earliest to occur of (a) the day preceding the eighth (8th) anniversary of the Rent Commencement Date, (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of Concessionaire and Sublandlord.

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately

stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed , given by Concessionaire on sales of merchandise or services to its employees, if separately stated, and limited in amount to not more than of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services to the employees of Sublandlord, if separately stated, and limited in amount to not more than one of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed , required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Concessionaire'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 Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

"Hazardous Substances" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and other substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

"Initial Buildout Costs" means the costs incurred by Concessionaire to perform and

complete Concessionaire's Work, less (a) any Excluded Costs, (b) the cost of those portions of Concessionaire's Work that are not affixed to the Concessionaire Premises and can be removed without damage thereto, including smallwares, office equipment, freestanding displays, inventory, trade fixtures, etc., (c) working capital, (d) operating and business licenses and permits, and (e) other ongoing costs of doing business.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 25.19.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth in Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than October 15, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concession Premises, subject to the limitations set forth in Article VI of this Sublease: (i) the operation of one or more retail businesses for the uses and of the types set forth in Exhibit B attached hereto; (ii) general and administrative offices (office portions of the Concession Premises only); and (iii) storage (storage portions of the Concession Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

"Port Authority" means The Port Authority of New York and New Jersey, a body corporate and politic as established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America.

"Port Authority Share" means of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to

the public in the Concessionaire Premises, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 25.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substantial Completion Date" has the meaning set forth in Section 2.04(a).

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" prepared by Concessionaire and filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master

Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Buildout Costs, using straight line amortization over an eight (8) year period beginning on the Rent Commencement Date, calculated on a daily basis using a 365 day year.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void *ab initio* until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term. The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than eight (8) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term in accordance with Section 14 hereof.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Substantial Completion Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof, provided that Concessionaire shall have, at a minimum, until October 15, 2008 (the "Substantial Completion Date") to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work by the Substantial Completion Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $1,500 per day for each day until Concessionaire achieves Substantial Completion of such work and is ready to open for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE

INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after the earlier of (i) the date on which Unit 5NC of the Concessionaire Premises opens for business, and (ii) the date on which the entire North Concourse of the Concessionaire Premises opens for commercial flight operations (such date, the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to the Monthly MAG Commencement Date, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following, it being understood and agreed that there shall be one Minimum Annual Guarantee for all of the units, in the aggregate, comprising the Concessionaire Premises:

(d) The Minimum Annual Guarantee for the first three hundred sixty-five (365) day period following the Monthly MAG Commencement Date shall be based on enplaned passenger projections of enplanements (the "Estimated Year 1 Enplanements"). If the actual number of enplaned passengers for such period is less than enplanements, then the Minimum Annual Guarantee shall be decreased by the percentage change between the actual number of enplaned passengers and the Estimated Year 1 Enplanements. Notwithstanding the foregoing, if on the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, the Minimum Annual Guarantee is less than the Minimum Annual Guarantee shall automatically increase to and the Monthly MAG Payment shall be adjusted accordingly, and thereafter the Minimum Annual Guarantee shall escalate on an annual basis in accordance with the escalation formulas set forth in the definition of Minimum Annual Guarantee above, provided that (i) prior to the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, if the actual number of enplaned passengers for any year during the Term is less than enplanements, then the Minimum Annual Guarantee for such year shall be decreased by the percentage change between the actual number of enplaned passengers during such year and enplanements, and (ii) after the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals enplanements, if the actual number of enplaned passengers for any year during the Term is less than enplanements, then the Minimum Annual Guarantee for such year shall be decreased by the percentage change between the actual number of enplaned passengers during such year and enplanements. All such determinations of the change in enplanements shall be made by Sublandlord in good faith and set forth in a notice to Concessionaire.

SECTION 3.02 Reconciliation. The Rent, excluding Additional Rent, paid monthly pursuant to this Article shall be reconciled annually in accordance with this Section such that the amount of Rent, excluding Additional Rent, paid by Concessionaire to Sublandlord during each annual period shall equal the greater of the Minimum Annual Guarantee or the Percentage Rent due for such annual period. If any annual statement or report indicates that the total Rent (together with any sales taxes thereon but excluding Additional Rent) due and owing for the prior annual period is greater than the amount paid by Concessionaire to either Sublandlord or the Port Authority or both during such annual period, Concessionaire shall pay the applicable shortfall to Sublandlord and the Port Authority, as the case may be, in accordance with this Article III concurrent with Concessionaire's submission of such annual statement or report. If the total Rent actually paid by Concessionaire to Sublandlord and the Port Authority, respectively, during any annual period exceeds the total Rent due and owing for such annual period, Sublandlord and the Port Authority shall respectively credit the overpayment in the following order: (i) against any past due amounts owed to Sublandlord and the Port Authority by Concessionaire, including interest and late fees; (ii) against any currently outstanding, but not yet due, Rent owed to Sublandlord and the Port Authority by Concessionaire; and (iii) against any other sums payable by Concessionaire to Sublandlord and the Port Authority, respectively.

Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last annual period, Sublandlord and the Port Authority shall respectively credit the amount thereof against any remaining amounts owed to Sublandlord and the Port Authority, including interest and late fees, and refund to Concessionaire any amounts in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Sublease. For any payment period of less than one annual period, the Minimum Annual Guarantee shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the annual period in which the payment period falls. For purposes of this Section, "annual period" shall mean the one year period commencing on the Monthly MAG Commencement Date or anniversary thereof and ending on the anniversary of such date.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment and the Monthly Office/Storage Rent, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a

statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"): (i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) Subject to Section 3.02, the computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments.

(a) All payments to Sublandlord required of Concessionaire by this Sublease shall be made by mail to JetBlue Airways Corporation, 19 Old Kings Highway South, Darien, Connecticut 06820, Attn: Accounts Payable, or via the following wire transfer instructions:

Bank: Citibank N.A.
ABA Number: 021000089
Account Number:

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

(b) All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number:

or to such other office or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under this Sublease;

(ii) not divert, or cause or allow to be diverted, any business from the Master Lease Premises or the Airport;

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's corporate offices

identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's corporate offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to Concessionaire's business and necessary or desirable to keep accurate Books and Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts

of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port

Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original fees to be paid. Nothing in this section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than three percent (3%).

(e) The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting.

(a) No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts, by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement, and shall additionally contain a schedule of the Rent payments made to Sublandlord and the Port Authority and detail on any exclusions from Gross Receipts. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

(b) Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and

that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manual, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1)

approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings. If Concessionaire fails to provide such as-built drawings in accordance with the foregoing, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $500 per day for each day until Concessionaire provides them, which liquidated damages shall be payable upon demand.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord or the Port Authority of the rights granted under this paragraph entitle Concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent

fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work a minimum of in the aggregate (the "Minimum Initial Investment"), including the minimum amounts for certain units comprising the Concessionaire Premises, as set forth in Exhibit D. Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total cost of installing Concessionaire's Work, including the associated architectural, engineering, and interior design fees of independent consultants, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days after issuance of such statement. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed, as well as depreciation schedules for (i) all Concessionaire's Work, (ii) the Initial Buildout Costs, and (iii) all Mid-Term Refurbishments upon the installation and cost certification thereof. Failure by Concessionaire to provide such reports and schedules on time shall result in a $150 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the eighth (8) anniversary of the Rent Commencement Date as result of a Discretionary Revocation under Section 25.18 or for any other reason other than (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's default hereunder, (ii) other cause, including a revocation of the Consent by the Port Authority as a result of a default thereunder, or (iii) a termination under Section 14.01(g), then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment.

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due to Concessionaire, arising from or related to a termination or expiration of the Sublease as

described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive, consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Buildout Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

SECTION 5.05 Additional Reimbursement. In addition to the payments of Rent and any other amounts required to be paid under this Sublease, Concessionaire shall make eight (8) annual payments of $62,500 during the Term on July 1 of each year, for a total payment of $500,000, as a reimbursement to Sublandlord for certain tenant improvement costs incurred.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell retail merchandise and services to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell the items listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may from time to time be amended by Sublandlord. Concessionaire must submit a written request for such changes to the Sublandlord Concession Manager for review and Concessionaire must receive written authorization from the Sublandlord Concession Manager before menu items may be added or prices may be increased.

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the

concession areas) or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 Minority/Women-owned Business Enterprise (M/WBE) Participation. The Port Authority and Sublandlord have a long-standing practice of making business opportunities available to as many firms as possible and have undertaken affirmative steps to encourage Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) to seek business opportunities with it. Without limiting any other term or provision of this Sublease and as further defined in the attached Exhibit G, it is hereby agreed that the Concessionaire 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 consumer services at the Airport, shall throughout the term of the letting, hereunder, commit itself to and use good faith efforts to implement a program of affirmative action, including specific affirmative action steps to be taken by Concessionaire, to ensure maximum opportunities for employment and contracting by minorities and women, and by MBEs and WBEs. In meeting the said commitment Concessionaire agrees to submit to the Port Authority for its review and approval its said affirmative action program, including the specific affirmative action steps to be taken by Concessionaire to meet its aforesaid commitment, within sixty (60) days after the Commencement Date. Concessionaire shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Concessionaire throughout the term of the Lease shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of Concessionaire's progress in implementing the said affirmative action 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 reasonably requested, including but not limited to annual reports.

SECTION 6.08 Affirmative Action. Concessionaire assures that it will undertake an affirmative action program as required by 14 CPR Part 152, Subpart E, to insure that no person

shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

SECTION 6.10 Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) Concessionaire shall include the provisions of paragraph (a) of this Section in every sublease, agreement or concession it may make pursuant to which any Person or Persons, other than Concessionaire, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such covenant.

(c) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a revocation of the Consent, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

(d) Concessionaire shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from Concessionaire's noncompliance with any of the provisions of this Section and Concessionaire shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to Concessionaire the right to transfer or assign this Sublease, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Concessionaire Premises.

SECTION 6.11 Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation. Concessionaire hereby represents, warrants, and covenants as follows:

(a) Concessionaire was selected as a Airport Concessions Disadvantaged Business Enterprise (an "ACDBE"), and its subtenancy under this Sublease is subject to the provisions of this Section and the requirements set forth in Exhibit H attached hereto.

(b) Concessionaire shall use the Concessionaire Premises, and shall keep and maintain the necessary books of account and records, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 23, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(c) Concessionaire is now, or will be prior to the Operational Commencement Date, qualified as an ACDBE to the extent and by virtue of an ACDBE participation of at least Twenty Percent (20%) of Concessionaire's Gross Receipts for each Annual Period throughout the Term of this Sublease. Concessionaire shall, at all times during the Term, maintain its status and qualification as such pursuant to the requirements set forth in this Section and Exhibit H attached hereto. In furtherance of the foregoing:

(i) Any ACDBE participation agreement between Concessionaire and its selected ACDBE shall provide for meaningful involvement of the ACDBE in the activities, management, operations and revenues of the Concessionaire operations. Concessionaire shall provide written quarterly reports to Sublandlord, in form and detail reasonably satisfactory to Sublandlord, as to the ACDBE participation. At any time the ACDBE participation level drops below the established ACDBE participation goal stated in this Section, Concessionaire shall take immediate corrective measures to ensure that the ACDBE participation is increased to the established participation goal. Concessionaire shall provide written reports to the Sublandlord documenting such efforts. For a period of at least six (6) months, Concessionaire shall provide assistance to its

ACDBE participants, including administrative support, purchasing, inventory control, and management and marketing techniques; and

(ii) If Concessionaire determines an ACDBE is unwilling or unable to perform satisfactorily under this Sublease, Concessionaire shall immediately replace such ACDBE with another ACDBE, maintaining or exceeding the participation percentage of the substituted ACDBE. Requests for substitutions must be submitted to the Sublandlord and the Port Authority for approval prior to substitution.

(d) Concessionaire's noncompliance with the provisions of this Section shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any ACDBE provisions in this Sublease, Sublandlord and the Port Authority may take appropriate action to enforce compliance, or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from either Sublandlord or the Port Authority, Sublandlord or the Port Authority, as the case may be, shall have the right to terminate this Sublease and the letting hereunder, and with respect to any such termination by the Port Authority such termination shall have the same force and effect as a revocation of the Consent, or Sublandlord and the Port Authority may pursue such other remedies as may be provided by law.

(e) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority from any claims and demands of third persons, including the United States of America, resulting from Concessionaire's noncompliance with any of the provisions of this Section, and Concessionaire shall reimburse Sublandlord and the Port Authority for any loss or expense incurred by reason of such noncompliance.

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall remain open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least the last actual departure at the Master Lease Premises on such day. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation. The minimum hours of operation for the first ninety (90) days following the Operational Commencement Date shall be as follows:

Minimum Hours of Operation

(Table to be completed with the minimum hours of operation for each unit included in Concessionaire Premises per the RFP or Proposal, whichever are longer):

Unit	Minimum Hours of Operation
3T	4:30 am to 10:30 pm, Daily
52LL	5:00 am to 10:30 pm, Daily
The following units must be open and ready to serve customers when the security screening checkpoint opens.	
25CC	5:00 am to 10:30 pm, Daily
28CC	4:30 am to 11:30 pm, Daily
37CC	5:00 am to 10:30 pm, Daily
57CC	5:00 am to 10:30 pm, Daily
The following units must follow the minimum hours of operation set forth below.	
5NC	5:00 am to 11:00 pm, Daily
30EC	5:00 am to 11:00 pm, Daily
56SC	5:00 am to 11:00 pm, Daily

After the first ninety (90) days following the Operational Commencement Date of each specific location constituting part of the Concessionaire Premises, the hours of operation may be changed upon submittal of a specific and substantiated request by Concessionaire and receipt of prior written approval from Sublandlord.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandise. Concessionaire shall sell the items listed in Exhibit E in the designated locations. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing.

(a) Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

(b) During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

(c) Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

(d) Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer the following discounts on the price of products and merchandise, excluding tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification:

Such discounts shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the

term of this Sublease, Concessionaire shall accept as payment for goods and services travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel.

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building,

the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire

Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

SECTION 10.06 Mid-Term Refurbishment.

(a) Prior to the last one hundred eighty (180) days of the fourth anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first ninety (90) days after the fourth anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such refurbishments shall be a minimum of Fifty Dollars ($50) per square foot of Concessionaire Premises. All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease. Notwithstanding anything in this Section to the contrary, upon the written request of Concessionaire, (i) Sublandlord may in its sole discretion waive the Mid-Term Refurbishments requirement if Sublandlord is satisfied that the Concessionaire Premises is in a first-class and "as new" condition and otherwise in keeping with the then current standards established by Sublandlord from time to time for concessions in the Master Lease Premises, and (ii) Concessionaire may elect to complete all or a portion of the Mid-Term Refurbishments prior to fourth anniversary of the Commencement Date upon written notice to Sublandlord, and the amounts spent thereon shall count towards Concessionaire's satisfaction of the minimum Mid-Term Refurbishment requirement set forth herein, subject to the other provisions of this Section.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and

the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and the Other Concessionaires.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to Sublandlord. All cooking equipment, refrigeration,

freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program, execute such further agreements required to effectuate such program, and pay a proportionate share of the costs, based on uniform standards consistently applied to Concessionaire and Other Concessionaires similarly situated.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.12 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord or Port Authority property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within fifteen (15) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord and the Port Authority as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and

perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.13 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity. Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire, provided that Concessionaire shall be responsible, at its sole cost and expense, for the installation of such infrastructure within the Concession Premises. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall

be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Concessionaire shall be permitted to install and operate refrigerators and/or coolers in certain of its newsstand units in accordance with and as set forth in the final, approved Plans and Specifications, and any changes to the number or size of such refrigerators and/or coolers during the Term shall require the express written consent of Sublandlord, provided, further, that Sublandlord shall have the right to charge Concessionaire for the reasonable cost of electricity used by such equipment in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by exercising its right to stop service or by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability: $5,000,000 AGG

Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Host Liquor Liability	Not Applicable
Automobile Liability:	$1,000,000 OCC [$25,000,000 OCC (if automobile access to the AOA)]
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	100% of Replacement Value of Concessionaire's Work

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

(c) The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(d) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(e) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall furnish to Sublandlord, at Concessionaire's sole cost, a performance bond and a payment bond issued by a surety Concessionaire licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond shall not be less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bond required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bond shall guarantee the full performance of the work.

(d) Unless otherwise agreed to, prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay the construction deposit as detailed in Section 6.09 of the Tenant Design Manual.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full

replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall furnish to Sublandlord and the Port Authority evidence that such coverage has been procured and is being maintained in full force and effect.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall Sublandlord or the Port Authority be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of

insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives, provided that Sublandlord shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees, and representatives free and harmless from any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of Sublandlord, its officers, agents, employees, and representatives.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by

any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord and the Port Authority from, and reimburse Sublandlord and the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord and the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of

any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(i) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(ii) the obtaining of any surety bond or the giving of any other financial assurances; and

(iii) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire. In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(i) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term or during the term of any previous agreement between Concessionaire or any affiliate of Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(ii) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(iii) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the

Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, the Port Authority, their respective directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire

Premises or a breach or default of Concessionaire's obligations under this Section. If so directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, *ab initio,* and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents, licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof.

(c) If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent by which control of the majority of the issued or outstanding stock of Concessionaire or Parent shall change shall be deemed to be a transfer under this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(d) A merger, reorganization (including by dissolution, stock transfer or change of classes of stock), or recapitalization of or with Concessionaire, either directly or indirectly, and a purchase of all or substantially all of Concessionaire's assets or stock, shall also be deemed to be a transfer of this Sublease, such transfer requiring the prior written consent or approval of Sublandlord and the Port Authority in accordance with this Section.

(e) If this Sublease is assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(f) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an

agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(g) Notwithstanding anything in this Sublease to the contrary, if Concessionaire (i) is a corporation or limited liability company whose stock or membership interests, as the case may be, are publicly traded on a national securities exchange or on the "over-the-counter" market, and (ii) fails to obtain the consent of both Sublandlord and the Port Authority to any transfer of a type described in clauses (c) or (d) above, then Sublandlord shall have the right to terminate this Sublease by written notice given at any time within ninety (90) days after the date such transfer occurs, provided that Sublandlord shall have no obligation to reimburse Concessionaire for its Unamortized Capital Investment as a result of any such termination.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises or any Master Lease Premises property or operations, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored with due diligence by Sublandlord. Any damage caused to the Airport or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 15.02 Partial Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Sublandlord. The

damage to the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, shall be repaired and restored by Sublandlord at Sublandlord's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) If those portions of the Concessionaire Premises constituting Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures are damaged by fire or other casualty, such damage shall be repaired and restored with due diligence by Concessionaire. Such damaged portions of the Concessionaire Premises shall be repaired and restored by Concessionaire at Concessionaire's expense to essentially the same condition as that which existed prior to such damage. If a portion of the Concessionaire Premises is untenantable as a result of such damage or repair and restoration, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of Sublandlord's repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as set forth in paragraph (a) above.

(c) In all events, Concessionaire shall open, or reopen, as the case may be, for business immediately upon the completion of the repairs and restoration. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs and restoration required hereby but is unable to do so within sixty (60) days following the date of said damage or the date of completion of any repairs and restoration first required to be made by Sublandlord in accordance herewith, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.03 Total Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's Work and Concessionaire's other leasehold improvements and trade fixtures, is totally destroyed or damaged by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair and restore such destruction and damage. The rent of the affected portions of the Concessionaire Premises shall be abated for the period from the date such destruction and damage occurred until (i) such space is repaired and restored, (ii) such space is temporarily replaced with other space reasonably sufficient to allow

Concessionaire to operate, if such space is reasonably available, or (iii) this Sublease terminates, as the case may be, all in accordance with this Section. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair and restore such destruction and damage. If Sublandlord elects to repair and restore, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair and restore such destruction and damage, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of the Concessionaire Premises. In either such event, Sublandlord agrees to use reasonable efforts to make reasonably sufficient substitute space available for Concessionaire during any repair or restoration period or upon a termination of this Sublease as set forth above.

SECTION 15.04 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord and the Port Authority immediately upon the occurrence thereof.

SECTION 15.05 Express Agreement. The parties agree that this Article constitutes an express agreement governing any case of damage or destruction of the Concessionaire Premises or the Master Lease Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application in any such case.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under

threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within fifteen (15) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

then, Sublandlord, at any time thereafter, at Sublandlord's option, may give to Concessionaire a

five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors, does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the

Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies

theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by

Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord consistent with the market rate (plus a reasonable additional amount for Sublandlord's administrative costs and expenses).

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period

immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

(b) Except with the prior written consent of the Port Authority and Sublandlord, Concessionaire shall not place, install, erect, maintain or display any signs or any advertising at or on the exterior parts of the Concessionaire Premises or in the Concessionaire Premises so as to be visible through the windows or exterior doors thereof. Interior and exterior signs affecting public safety and security shall be in accordance with established Port Authority standards.

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

(b) Upon the expiration or sooner termination of the Master Lease, Concessionaire shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. In the event that there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, the Port Authority may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to the Port Authority on demand.

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Concessionaire hereby grants Sublandlord (a) the right to list Concessionaire's name on its website, and (b) a non-exclusive license to use Concessionaire's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally.

ARTICLE XXII. INTENTIONALLY OMITTED

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) , and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, provided, further, that such rules and regulations shall not be inconsistent with current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port

Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a similar or better layout as the Concessionaire Premises, as determined by Sublandlord in its sole discretion.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business, whereupon, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and

shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for construction and/or installation of leasehold improvements, moving, and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space, but Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a

regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until the Port Authority grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

(a) Concessionaire hereby represents and warrants to Sublandlord and the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Concessionaire is not, and shall not become, a person or entity with whom Sublandlord or the Port Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with such persons or entities. Concessionaire acknowledges that Sublandlord is entering into this Sublease, and the Port Authority is entering into the Consent, in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Sublandlord to enter into and execute this Sublease and the Port Authority to enter into and execute the Consent. In the event of any breach of any of the foregoing representations and warranties by Concessionaire, Sublandlord shall have the right, in addition to any and all other remedies provided under this Sublease or at law or in equity, to immediately terminate this Sublease upon written notice to the Concessionaire, and the Port Authority shall have the right, in addition to any and all other remedies provided under the Consent or at law or in equity, to immediately revoke the Consent upon written notice to the Concessionaire. Concessionaire further acknowledges that there shall be no cure for such a breach. In the event of any such termination by Sublandlord or revocation by the Port Authority, Concessionaire shall, immediately on receipt of Sublandlord's termination notice or the Port Authority's revocation notice, cease all use of and operations permitted under this Sublease and surrender possession of the Concessionaire Premises to Sublandlord without

Sublandlord being required to resort to any other legal process. Termination or revocation on the aforedescribed basis shall be deemed a termination or revocation for cause.

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 25.02 Intentionally Omitted.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, Concessionaire agrees that, within ten (10) days after written request from Sublandlord, Concessionaire shall execute, acknowledge and deliver to Sublandlord a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that Concessionaire is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section 17.01 is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord under this Sublease or (ii) any obligations of Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent

breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party. Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority.

SECTION 25.07 Interpretation; Use of Pronouns; Consent.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or reasons of a similar nature beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.

Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

Paradies – JFK, LLC
5950 Fulton Industrial Boulevard
Atlanta, Georgia 30336
Attention: Gregg Paradies

With a copy to:

Paradies – JFK, LLC
5950 Fulton Industrial Boulevard
Atlanta, Georgia 30336
Attention: Bruce Feuer

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or

unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, Sublandlord institutes any action or proceeding against Concessionaire relating to the provisions of this Sublease or any default hereunder, Concessionaire shall reimburse Sublandlord for the costs expenses, including reasonable attorneys' fees and disbursements, incurred by Sublandlord, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release.

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being referred to in this Sublease as a "Discretionary Revocation."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then, provided that no Event of Default has occurred, Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having an office within the Port of New

York District at which a letter of credit may be presented for drawing, and otherwise in accordance with the following:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of Seven Hundred Thirty Thousand Six Hundred Eighty-Five and 00/100 Dollars ($730,685.00)

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount set forth in the Consent. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease originals or copies of (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the

Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Minimum Annual Guarantee rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord, individually or collectively, and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name: Richard Smyth
Title: VP Redevelopment

PARADIES – JFK, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

PARADIES – JFK, LLC

By: Don Marek
Name: DON MAREK
Title: Treasurer

EXECUTION

COPY

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, Sublandlord

and

PARADIES – JFK, LLC, Concessionaire

Dated as of October 13, 2008

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	Use/Type	Approximate Sq. Ft.	Location
Leasable Concession Space			
3T	CNBC News Express	378	JFK T5 – Ticketing Hall, Pre-Security
5NC	CNBC News New York	836	JFK T5 – North Concourse, Post-Security
25CC	Lacoste	983	JFK T5 – Central Core, Post-Security
28CC	CNBC News New York	795	JFK T5 – Central Core, Post-Security
30EC	Blue Sky Traders	972	JFK T5 – East Concourse, Post-Security
37CC	Brighton Collectibles	320	JFK T5 – Central Core, Post-Security
52LL	Blue Sky Traders	931	JFK T5 – Arrivals Hall, Pre-Security
56SC	CNBC News Express	120	JFK T5 – South Concourse, Post-Security
57CC	66AM WFAN "The Fan"	367	JFK T5 – Central Core, Post-Security
Leasable Office and Storage Space			

EXHIBIT B

PERMITTED OPERATIONS

Unit	Permitted Operation (Use and Type)
3T	Sales of local and national newspapers; national and regional magazines; books; electronics; greeting cards; eyewear and accessories; travel accessories; luggage; travel pillows; adult and children's apparel, such as T-shirts, sweatshirts, and hats; souvenirs; toys; cigarettes; pre-packaged candy, gum, and mints; individual serving-sized pre-packaged snacks; beverages, such as bottled soda, water, and juices; health and beauty aids; and other convenience items.
5NC	Sales of local and national newspapers; national and regional magazines; books; electronics; greeting cards; eyewear and accessories; travel accessories; luggage; travel pillows; adult and children's apparel, such as T-shirts, sweatshirts, and hats; souvenirs; toys; cigarettes; pre-packaged candy, gum, and mints; individual serving-sized pre-packaged snacks; beverages, such as bottled soda, water, and juices; health and beauty aids; and other convenience items.
25CC	Sales of Lacoste-brand active and casual sportswear for men, women, and children, including polo shirts, T-shirts, dress shirts, pants, shorts, bathing suits, outerwear, socks, caps, belts, bags, and men's and women's fragrances.
28CC	Sales of local and national newspapers; national and regional magazines; books; electronics; greeting cards; eyewear and accessories; travel accessories; luggage; travel pillows; adult and children's apparel, such as T-shirts, sweatshirts, and hats; souvenirs; toys; cigarettes; pre-packaged candy, gum, and mints; individual serving-sized pre-packaged snacks; beverages, such as bottled soda, water, and juices; health and beauty aids; and other convenience items.
30EC	Sales of local and national newspapers; national and regional magazines; books; electronics; greeting cards; eyewear and accessories; travel accessories; luggage; travel pillows; adult and children's apparel, such as T-shirts, sweatshirts, and hats; souvenirs; toys; cigarettes; pre-packaged candy, gum, and mints; individual serving-sized pre-packaged snacks; beverages, such as bottled soda, water, and juices; health and beauty aids; and other convenience items.
37CC	Sales of Brighton-brand products for women and men, including, small leather goods, luggage, purses, sunglasses, and a limited selection of jewelry.
52LL	Sales of local and national newspapers; national and regional magazines; books; electronics; greeting cards; eyewear and accessories; travel accessories; luggage; travel pillows; adult and children's apparel, such as T-shirts, sweatshirts, and hats; souvenirs; toys; cigarettes; pre-packaged candy, gum, and mints; individual serving-sized pre-packaged snacks; beverages, such as bottled soda, water, and juices; health and beauty aids; and other convenience items.
56SC	Sales of local and national newspapers; national and regional magazines; books; electronics; greeting cards; eyewear and accessories; travel accessories; luggage; travel pillows; adult and children's apparel, such as T-shirts, sweatshirts, and hats; souvenirs; toys; cigarettes; pre-packaged candy, gum, and mints; individual serving-sized pre-packaged snacks; beverages, such as bottled soda, water, and juices; health and beauty aids; and other convenience items.
57CC	Sales of professional sports team-themed merchandise for popular New York teams, including the Yankees, Mets, Giants, Jets, Knicks, Rangers, and Islanders. Products to include adult and youth apparel, such as T-shirts, outerwear, and hats; souvenir merchandise such as glassware, pens, key chains, magnets, and baseballs; and other sports memorabilia.

EXHIBIT C

DESCRIPTION OF CONCESSIONAIRE'S WORK

As set forth in TAA #Y-8076, #Y-8089, #Y-8090, #Y-8091, #Y-8092, #Y-8093, #Y-8094, #Y-8095, #Y-8096, and #Y-8097.

EXHIBIT D

MINIMUM INITIAL INVESTMENT

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

Unit	Use/ Merchandise Category List
3T	**CNBC News Express.** Sales of local and national newspapers; national and regional magazines; books; electronics; greeting cards; eyewear and accessories; travel accessories; luggage; travel pillows; adult and children's apparel, such as T-shirts, sweatshirts, and hats; souvenirs; toys; cigarettes; pre-packaged candy, gum, and mints; individual serving-sized pre-packaged snacks; beverages, such as bottled soda, water, and juices; health and beauty aids; and other convenience items. Detailed product and price list follows this table.
5NC	**CNBC News New York.** Sales of local and national newspapers; national and regional magazines; books; electronics; greeting cards; eyewear and accessories; travel accessories; luggage; travel pillows; adult and children's apparel, such as T-shirts, sweatshirts, and hats; souvenirs; toys; cigarettes; pre-packaged candy, gum, and mints; individual serving-sized pre-packaged snacks; beverages, such as bottled soda, water, and juices; health and beauty aids; and other convenience items. Detailed product and price list follows this table.
25CC	**Lacoste.** Sales of Lacoste-brand active and casual sportswear for men, women, and children, including polo shirts, T-shirts, dress shirts, pants, shorts, bathing suits, outerwear, socks, caps, belts, bags, and men's and women's fragrances. Detailed product and price list follows this table.
28CC	**CNBC News New York.** Sales of local and national newspapers; national and regional magazines; books; electronics; greeting cards; eyewear and accessories; travel accessories; luggage; travel pillows; adult and children's apparel, such as T-shirts, sweatshirts, and hats; souvenirs; toys; cigarettes; pre-packaged candy, gum, and mints; individual serving-sized pre-packaged snacks; beverages, such as bottled soda, water, and juices; health and beauty aids; and other convenience items. Detailed product and price list follows this table.
30EC	**Blue Sky Traders.** Sales of local and national newspapers; national and regional magazines; books; electronics; greeting cards; eyewear and accessories; travel accessories; luggage; travel pillows; adult and children's apparel, such as T-shirts, sweatshirts, and hats; souvenirs; toys; cigarettes; pre-packaged candy, gum, and mints; individual serving-sized pre-packaged snacks; beverages, such as bottled soda, water, and juices; health and beauty aids; and other convenience items. Detailed product and price list follows this table.
37CC	**Brighton Collectibles.** Sales of Brighton-brand products for women and men, including, small leather goods, luggage, purses, sunglasses, and a limited selection of jewelry. Detailed product and price list follows this table.
52LL	**Blue Sky Traders.** Sales of local and national newspapers; national and regional magazines; books; electronics; greeting cards; eyewear and accessories; travel accessories; luggage; travel pillows; adult and children's apparel, such as T-shirts, sweatshirts, and hats; souvenirs; toys; cigarettes; pre-packaged candy, gum, and mints; individual serving-sized pre-packaged snacks; beverages, such as bottled soda, water, and juices; health and beauty aids; and other convenience items. Detailed product and price list follows this table.
56SC	**CNBC News Express.** Sales of local and national newspapers; national and regional magazines; books; electronics; greeting cards; eyewear and accessories; travel accessories; luggage; travel pillows; adult and children's apparel, such as T-shirts, sweatshirts, and hats; souvenirs; toys; cigarettes; pre-packaged candy, gum, and mints; individual serving-sized pre-packaged snacks; beverages, such as bottled soda, water, and juices; health and beauty aids; and other convenience items. Detailed product and price list follows this table.
57CC	**66AM WFAN "The Fan."** Sales of professional sports team-themed merchandise for popular

	New York teams, including the Yankees, Mets, Giants, Jets, Knicks, Rangers, and Islanders. Products to include adult and youth apparel, such as T-shirts, outerwear, and hats; souvenir sports-team themed merchandise such as glassware, pens, key chains, magnets, and baseballs; and other sports memorabilia. Detailed product and price list follows this table.

D. CONCEPT DEVELOPMENT

3T – CNBC EXPRESS NEW YORK

CNBC NEWS Express

Merchandise Category & Description	Price Range	% of Floor Space
Newspapers & Magazines (38 categories up to 500 titles)		23%
Regional Magazines along with all other categories	$1.99 – $16.99	
Books		10%
Best Sellers (Up to 200 titles, top 25 NY Times)	$7.99 – $30.00	
Electronics		5%
Power Source	$19.99	
Batteries	$3.99 – $4.99	
Film and Camera	$7.99 – $19.99	
iPod Accessories	$9.99 – $39.99	
Headphones	$7.99 – $59.99	
Misc – Mouse, Blue Tooth, CD Player, Travel Plug	$19.99 – $49.99	
Memory Cards	$39.99 – $49.99	
Four Winds Media Station w/DVD & CD's	$9.99 – $49.99	
Gifts		3%
Greeting Cards	$2.50 – $4.99	
Eyewear & Accessories		2%
Readers	2 for $20/$12.99 EA	
Readers Accessories	$9.99 – $12.99	
Travel Accessories		2%
Travel Locks	$2.99 – $14.99	
Luggage Tags	$2.99 – $9.99	
Eyemasks	$5.99 – $9.99	
Neckrests	$6.99 – $9.99	
TSA Zip Top Bags	$5.99 – $9.99	

D. CONCEPT DEVELOPMENT

3T – CNBC EXPRESS NEW YORK

Merchandise Category & Description	Price Range	% of Floor Space
Travel Accessories cont.		
Travel Umbrellas	$9.99 – $19.99	
Luggage		3%
Rolling Luggage	$80.00 – 50% Off	
Rolling Satchel	$60.00 – 50% Off	
Rolling Shopper	$20.00 – 50% Off	
Tote	$20.00 – 50% Off	
Cosmetic Cases	$30.00 – 50% Off	
Travel Pillow Program		3%
Velvet Travel Pillow	2 for $20/$12.99 EA	
Spongee Travel Pillow	2 for $20/$12.99 EA	
Travel Blanket	2 for $20/$12.99 EA	
Critter Piller	2 for $20/$12.99 EA	
Travelkarts	2 for $20/$12.99 EA	
Cosmetic Cases and Duffels	$29.99 – $59.99 50% Off	
Souvenir Apparel		4%
Adult Apparel Promo Tees	$24.99/Sale $16.99	
Adult Promo Sweats	$24.99	
Youth Promo Tees	2 for $20/$12.99 EA	
Headwear	2 for $15/$9.99 EA	
Souvenir Hardgoods		6%
Postcards	.60¢/Buy 3 get 1 free	
Souvenir Pens/Pencils	.99¢ – $2.99	
Souvenir Key Chains	$2.99 – $6.99	
Souvenir Magnets	$2.99 – $6.99	
Souvenir Shot Glasses	$2.99 – $6.99	

D. CONCEPT DEVELOPMENT

3T – CNBC EXPRESS NEW YORK

CNBC NEWS Express

Merchandise Category & Description	Price Range	% of Floor Space
Souvenir Hardgoods cont.		
Souvenir Mugs	$4.99 – $9.99	
Souvenir Travel Mugs	$9.99 – $19.99	
Souvenir Playing Cards	$3.99	
Personalized Zipper Pulls	$3.99	
Souvenir Snow Globes	$6.99 – $24.99	
Convenience		30%
Cigarettes & Other Tobacco	$5.49 – $9.99	
Candy, Gum & Mints	.25¢ – $3.99	
Beverages	$1.49 – $1.99	
Snacks	.69¢ – $8.99	
Gourmet	.99¢ – $79.99	
Sundries – HBA	.99¢ – $6.99	

Please see Section **H. Proposed Management, Staffing, and Training** for a description of quality assurance procedures, customer service initiatives and policies, and employee recognition programs.

D. CONCEPT DEVELOPMENT

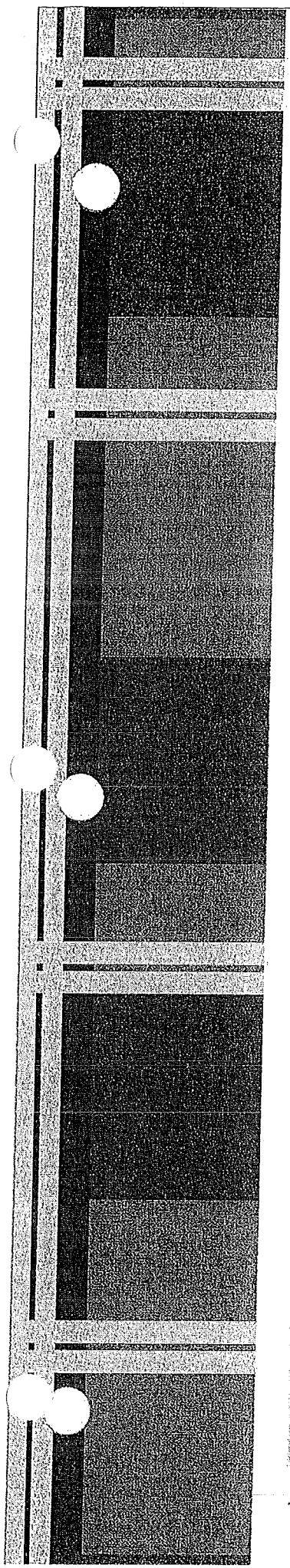
5NC – CNBC NEWS NEW YORK

Merchandise Category & Description	Price Range	% of Floor Space
Newspapers & Magazines (38 categories up to 500 titles)		23%
Regional Magazines along with all other categories	$1.99 – $16.99	
Books		10%
Best Sellers (Up to 200 titles, top 25 NY Times)	$7.99 – $30.00	
Electronics		5%
Power Source	$19.99	
Batteries	$3.99 – $4.99	
Film and Camera	$7.99 – $19.99	
iPod Accessories	$9.99 – $39.99	
Headphones	$7.99 – $59.99	
Misc – Mouse, Blue Tooth, CD Player, Travel Plug	$19.99 – $49.99	
Memory Cards	$39.99 – $49.99	
Four Winds Media Station w/DVD & CD's	$9.99 – $49.99	
Gifts		3%
Greeting Cards	$2.50 – $4.99	
Eyewear & Accessories		2%
Sunglasses	2 for $20/$12.99 EA	
Readers	2 for $20/$12.99 EA	
Eyewear Accessories	$5.99 – $12.99	
Travel Accessories		2%
Travel Locks	$2.99 – $14.99	
Luggage Tags	$2.99 – $9.99	
Eyemasks	$5.99 – $9.99	
Neckrests	$6.99 – $9.99	

D. CONCEPT DEVELOPMENT

5NC – CNBC NEWS NEW YORK

Merchandise Category & Description	Price Range	% of Floor Space
Travel Accessories cont.		
TSA Zip Top Bags	$5.99 – $9.99	
Travel Umbrellas	$9.99 – $19.99	
Luggage		3%
Rolling Luggage	$80.00 – 50% Off	
Rolling Satchel	$60.00 – 50% Off	
Rolling Shopper	$20.00 – 50% Off	
Tote	$20.00 – 50% Off	
Cosmetic Cases	$30.00 – 50% Off	
Travel Pillow Program		3%
Velvet Travel Pillow	2 for $20/$12.99 EA	
Spongee Travel Pillow	2 for $20/$12.99 EA	
Travel Blanket	2 for $20/$12.99 EA	
Critter Piller	2 for $20/$12.99 EA	
Travelkarts	2 for $20/$12.99 EA	
Cosmetic Cases and Duffels	$29.99 – $59.99 50% Off	
Professional Team Merchandise		4%
MLB Tees	$12.99 – $24.99	
MLB Fleece and Outerwear	$39.99 – $60.00	
MLB Ladies Apparel	$14.99 – $60.00	
MLB Headwear	$9.99 – $32.99	
MLB Youth Apparel	$12.99 – $50.00	
MLB Glassware	$4.99 – $19.99	
MLB Baseballs	$4.99 – $24.99	
Adult Apparel		4%
Adult Apparel Promo tees	2 for $20/$12.99 EA	

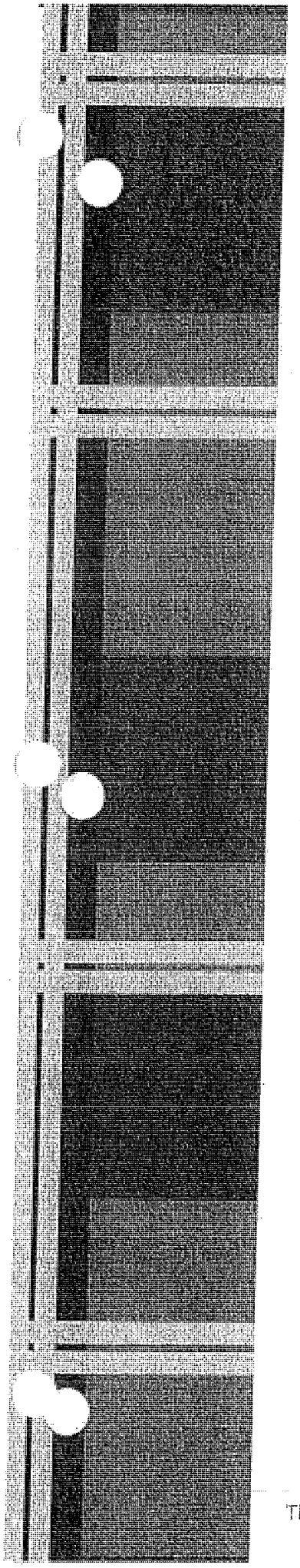


D. CONCEPT DEVELOPMENT

5NC – CNBC NEWS NEW YORK

CNBC NEWS NEW YORK

Merchandise Category & Description	Price Range	% of Floor Space
Adult Apparel cont.		
Ladies Scoop Neck Tees	$16.99	
Adult Apparel L/S tees	$24.99/Sale $16.99	
Adult Garment Washed Sweats	$29.99/$39.99	
Adult Promo Sweats	$24.99	
Youth Apparel & Headwear		2%
Youth Tees	$12.99	
Youth L/S Tees	$14.99	
Youth Fleece	$19.99	
Headwear	2 for $15/ $9.99 EA	
Souvenir Hardgoods		6%
Postcards	.60¢/Buy 3 get 1 free	
Souvenir Pens/Pencils	.99¢ – $2.99	
Souvenir Key Chains	$2.99 – $6.99	
Souvenir Magnets	$2.99 – $6.99	
Souvenir Shot Glasses	$2.99 – $6.99	
Souvenir Mugs	$4.99 – $9.99	
Souvenir Travel Mugs	$9.99 – $19.99	
Souvenir Playing Cards	$3.99	
Personalized Zipper Pulls	$3.99	
Souvenir Snow Globes	$6.99 – $24.99	
Toys		5%
Assorted Activity Books	$4.99 – $14.99	
Jet Blue Airline Toys	$3.99 – $19.99	
Regional Plush	$6.99 – $49.99	
Souvenir Bears	$6.99	
Electronic Games	$9.99 – $19.99	



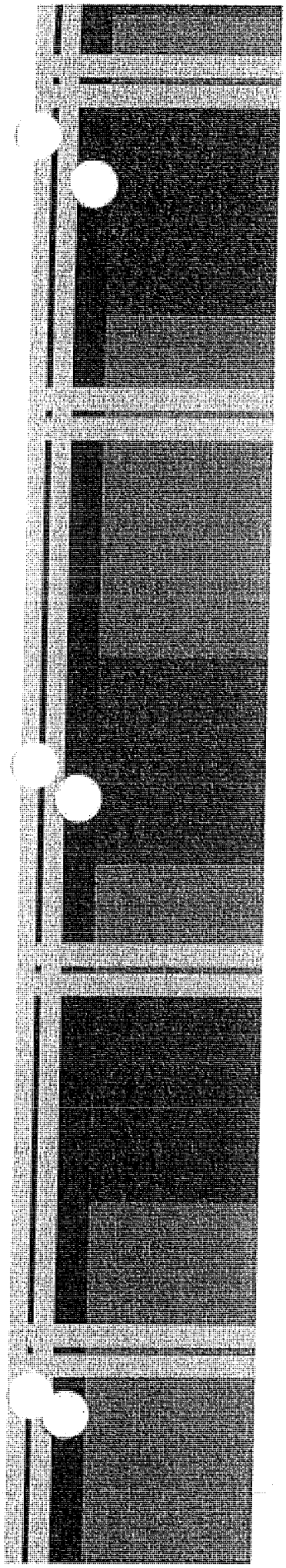
D. CONCEPT DEVELOPMENT

5NC – CNBC NEWS NEW YORK

Merchandise Category & Description	Price Range	% of Floor Space
Toys cont.		
Plush Pet Carriers	$12.99	
Webkinz	$14.99	
Windups	3 for $10/$3.99 EA	
Convenience		30%
Cigarettes & Other Tobacco	$5.49 – $9.99	
Candy, Gum & Mints	.25¢ – $3.99	
Beverages	$1.49 – $1.99	
Snacks	.69¢ – $8.99	
Gourmet	.99¢ – $79.99	
Sundries – HBA	.99¢ – $6.99	

Jet Blue International Airport Price List

Package # Lacoste		
Merchandise Category & Description	Price Range	% of Floor Space
Accessories		15%
Hats	$29-$35	
Beanies	$50	
Watches	$135-$175	
Hosiery	$12-$15	
Belts	$60-$75	
Cologne/Perfume	$45-$62	
Bags	$110$125	
Footwear	$110$130	
Men's:		40%
T-shirts	$45-$85	
Knits	$75-$95	
Rugby	$105	
Woven Shirts	$88-$128	
Sweaters	$134$195	
Pants	$110	
Performance Activewear Separates	$125-$145	
Polar Fleece	$145-$175	
Outwear	$150-$195	
Women's:		40%
Knits	$72-$98	
Long Sleeve Knit Hoodies	$135-$150	
Pants	$110	
Sweaters	$95-$185	
Woven Shirts	$140	
Outerwear	$195-$275	
Kids:		5%
Knit Shirts	$45-$75	
Sweaters	$60-$75	

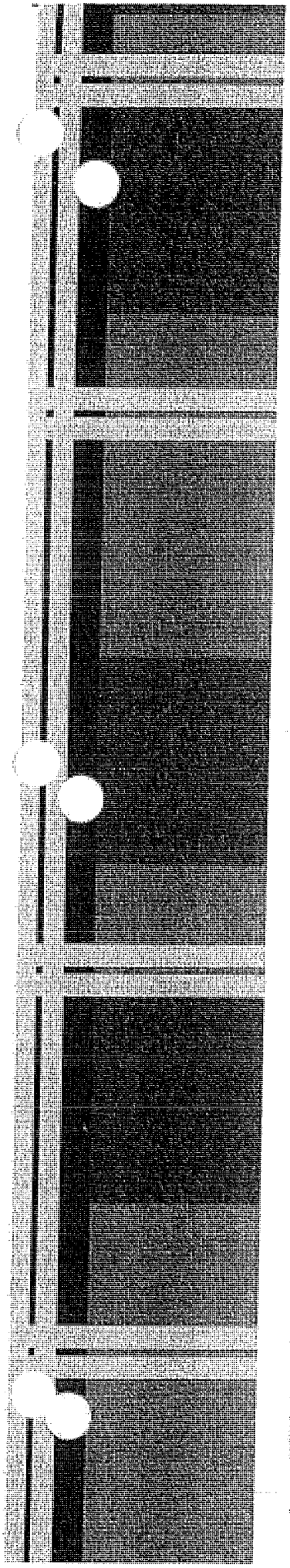


D. CONCEPT DEVELOPMENT

28CC - CNBC NEWS NEW YORK

CNBC NEWS NEW YORK

Merchandise Category & Description	Price Range	% of Floor Space
Newspapers & Magazines (38 categories up to 500 titles)		23%
Regional Magazines along with all other categories	$1.99 – $16.99	
Books		10%
Best Sellers (Up to 200 titles, top 25 NY Times)	$7.99 – $30.00	
Electronics		5%
Power Source	$19.99	
Batteries	$3.99 – $4.99	
Film and Camera	$7.99 – $19.99	
iPod Accessories	$9.99 – $39.99	
Headphones	$7.99 – $59.99	
Misc – Mouse, Blue Tooth, CD Player, Travel Plug	$19.99 – $49.99	
Memory Cards	$39.99 – $49.99	
Four Winds Media Station w/DVD & CD's	$9.99 – $49.99	
Gifts		4%
Greeting Cards	$2.50 – $4.99	
Eyewear & Accessories		2%
Sunglasses	2 for $20/$12.99 EA	
Readers	2 for $20/$12.99 EA	
Eyewear Accessories	$5.99 – $12.99	
Travel Accessories		2%
Travel Locks	$2.99 – $14.99	
Luggage Tags	$2.99 – $9.99	
Eyemasks	$5.99 – $9.99	
Neckrests	$6.99 – $9.99	



D. CONCEPT DEVELOPMENT

28CC - CNBC NEWS NEW YORK

CNBC NEWS NEW YORK

Merchandise Category & Description	Price Range	% of Floor Space
Travel Accessories cont.		
TSA Zip Top Bags	$5.99 – $9.99	
Travel Umbrellas	$9.99 – $19.99	
Luggage		3%
Rolling Luggage	$80.00 – 50% Off	
Rolling Satchel	$60.00 – 50% Off	
Rolling Shopper	$20.00 – 50% Off	
Tote	$20.00 – 50% Off	
Cosmetic Cases	$30.00 – 50% Off	
Travel Pillow Program		3%
Velvet Travel Pillow	2 for $20/$12.99 EA	
Spongee Travel Pillow	2 for $20/$12.99 EA	
Travel Blanket	2 for $20/$12.99 EA	
Critter Piller	2 for $20/$12.99 EA	
Travelkarts	2 for $20/$12.99 EA	
Cosmetic Cases and Duffels	$29.99 – $59.99 50% Off	
Adult Apparel		4%
Adult Apparel Promo tees	2 for $20/$12.99 EA	
Ladies Scoop Neck Tees	$16.99	
Adult Apparel L/S tees	$24.99/Sale $16.99	
Adult Garment Washed Sweats	$29.99/$39.99	
Adult Promo Sweats	$24.99	
Youth Apparel & Headwear		2%
Youth Tees	$12.99	
Youth L/S Tees	$14.99	
Youth Fleece	$19.99	

D. CONCEPT DEVELOPMENT

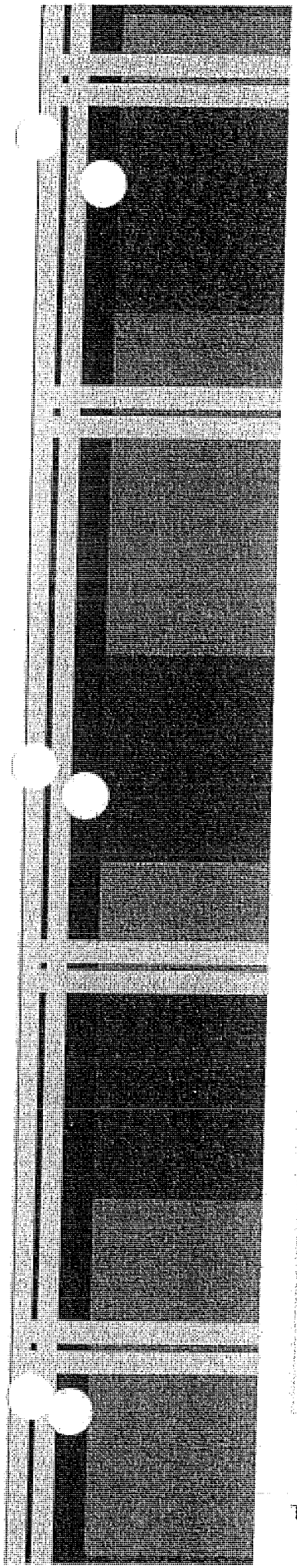
28CC - CNBC NEWS NEW YORK

Merchandise Category & Description	Price Range	% of Floor Space
Youth Apparel & Headwear cont.		
Headwear	2 for $15/$9.99 EA	
Souvenir Hardgoods		6%
Postcards	.60¢/Buy 3 get 1 free	
Souvenir Pens/Pencils	.99¢ – $2.99	
Souvenir Key Chains	$1.99 – $6.99	
Souvenir Magnets	$2.99 – $9.99	
Souvenir Shot Glasses	$2.99 – $7.99	
Souvenir Mugs	$4.99 – $9.99	
Souvenir Travel Mugs	$12.99	
Souvenir Playing Cards	$3.99	
Personalized Zipper Pulls	$3.99	
Souvenir Snow Globes	$9.99 – $24.99	
Toys		5%
Assorted Activity Books	$4.99 – $14.99	
Branded Airline Toys	$7.99 – $19.99	
Regional Plush	$6.99 – $49.99	
Souvenir Bears	$6.99	
Electronic Games	$9.99 – $19.99	
Plush Pet Carriers	$12.99	
Convenience		31%
Cigarettes & Other Tobacco	$5.49 – $9.99	
Candy, Gum & Mints	.25¢ – $3.99	
Beverages	$1.49 – $1.99	
Snacks	.69¢ – $8.99	
Gourmet	.99¢ – $79.99	
Sundries – HBA	.99¢ – $6.99	

D. CONCEPT DEVELOPMENT

30EC – BLUE SKY TRADERS

Merchandise Category & Description	Price Range	% of Floor Space
Newspapers & Magazines (38 categories up to 500 titles)		23%
Regional Magazines along with all other categories	$1.99 – $16.99	
Books		10%
Best Sellers (Up to 200 titles, top 25 NY Times)	$7.99 – $30.00	
Electronics		5%
Power Source	$19.99	
Batteries	$3.99 – $4.99	
Film and Camera	$7.99 – $19.99	
iPod Accessories	$9.99 – $39.99	
Headphones	$7.99 – $59.99	
Misc – Mouse, Blue Tooth, CD Player, Travel Plug	$19.99 – $49.99	
Memory Cards	$39.99 – $49.99	
Four Winds Media Station w/DVD & CD's	$9.99 – $49.99	
Convenience		30%
Cigarettes & Other Tobacco	$5.49 – $9.99	
Candy, Gum & Mints	.25¢ – $3.99	
Beverages	$1.49 – $1.99	
Snacks	.69¢ – $8.99	
Gourmet	.99¢ – $79.99	
Sundries – HBA	.99¢ – $6.99	
Eyewear & Accessories		2%
Sunglasses	2 for $20/$12.99 EA	
Readers	2 for $20/$12.99 EA	
Eyewear Accessories	$5.99 – $12.99	



D. CONCEPT DEVELOPMENT

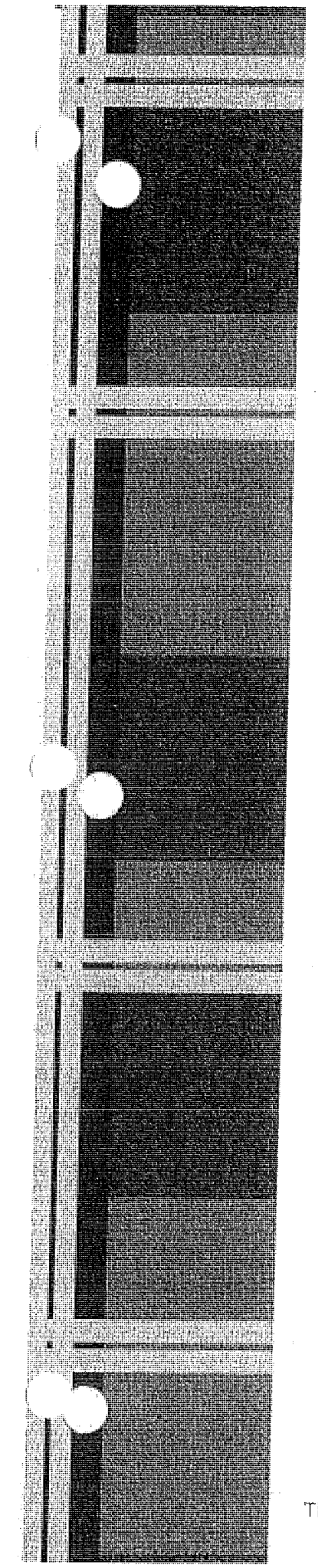
30EC – BLUE SKY TRADERS

Merchandise Category & Description	Price Range	% of Floor Space
Travel Accessories		2%
Travel Locks	$2.99 – $14.99	
Luggage Tags	$2.99 – $9.99	
Eyemasks	$5.99 – $9.99	
Neckrests	$6.99 – $9.99	
TSA Zip Top Bags	$5.99 – $9.99	
Travel Umbrellas	$9.99 – $19.99	
Luggage		4%
Rolling Luggage	$80.00 – 50% Off	
Rolling Satchel	$60.00 – 50% Off	
Rolling Shopper	$20.00 – 50% Off	
Tote	$20.00 – 50% Off	
Cosmetic Cases	$30.00 – 50% Off	
Travel Pillow Program		2%
Velvet Travel Pillow	2 for $20/$12.99 EA	
Spongee Travel Pillow	2 for $20/$12.99 EA	
Travel Blanket	2 for $20/$12.99 EA	
Critter Piller	2 for $20/$12.99 EA	
Travelkarts	2 for $20/$12.99 EA	
Cosmetic Cases and Duffels	$29.99 – $59.99 50% Off	
Professional Team Merchandise		4%
MLB Tees	$12.99 – $24.99	
MLB Fleece and Outerwear	$39.99 – $60.00	
MLB Ladies Apparel	$14.99 – $60.00	
MLB Headwear	$9.99 – $32.99	

D. CONCEPT DEVELOPMENT

30EC – BLUE SKY TRADERS

Merchandise Category & Description	Price Range	% of Floor Space
Professional Team Merchandise cont.		
MLB Youth Apparel	$12.99 – $50.00	
MLB Glassware	$4.99 – $19.99	
MLB Baseballs	$4.99 – $24.99	
Adult Apparel		4%
Adult Apparel Promo tees	2 for $20/$12.99 EA	
Ladies Scoop Neck Tees	$16.99	
Adult Apparel L/S tees	$24.99/Sale $16.99	
Adult Garment Washed Sweats	$29.99/$39.99	
Adult Promo Sweats	$24.99	
Youth Apparel & Headwear		2%
Youth Tees	$12.99	
Youth L/S Tees	$14.99	
Youth Fleece	$19.99	
Headwear	2 for $15/ $9.99 EA	
Souvenir Hardgoods		6%
Postcards	.60¢/Buy 3 get 1 free	
Souvenir Pens/Pencils	.99¢ – $2.99	
Souvenir Key Chains	$2.99 – $6.99	
Souvenir Magnets	$2.99 – $6.99	
Souvenir Shot Glasses	$2.99 – $6.99	
Souvenir Mugs	$4.99 – $9.99	
Souvenir Travel Mugs	$9.99 – $19.99	
Souvenir Playing Cards	$3.99	
Personalized Zipper Pulls	$3.99	
Souvenir Snow Globes	$6.99 – $24.99	



D. CONCEPT DEVELOPMENT

30EC – BLUE SKY TRADERS

Merchandise Category & Description	Price Range	% of Floor Space
Toys		5%
Assorted Activity Books	$4.99 – $14.99	
Jet Blue Airline Toys	$3.99 – $19.99	
Regional Plush	$6.99 – $49.99	
Souvenir Bears	$6.99	
Electronic Games	$9.99 – $19.99	
Plush Pet Carriers	$12.99	
Webkinz	$14.99	
Windups	3 for $10/$3.99 EA	

D. CONCEPT DEVELOPMENT

The power of the Brighton brand continues to grow, as Paradies' Brighton airport sales increased 19% from the previous year. Further, sales associates wages range between $15 to $20 with commission.

Brighton Collectibles, brought to JetBlue exclusively by The Paradies Shops, creates an inviting environment and lasting impression where customers are encouraged to explore an extraordinary collection of accessories.

37CC ' - BRIGHTON COLLECTIBLES

Brighton

Merchandise Category & Description	Price Range	% of Floor Space
Jewelry	$14.00 – $80.00	20%
Handbags	$90.00 – $400.00	40%
Luggage	$125.00 – $500.00	5%
Wallets & Small Leather	$9.00 – $125.00	10%
Belts	$32.00 – $160.00	10%
Gifts	$6.00 – $150.00	10%
Fragrance	$27.00 – $44.00	5%

Please see Section **H. Proposed Management, Staffing, and Training** for a description of quality assurance procedures, customer service initiatives and policies, and employee recognition programs.

JetBlue Terminal 5 - John F. Kennedy International Airport

D. CONCEPT DEVELOPMENT

52LL – BLUE SKY TRADERS

Merchandise Category & Description	Price Range	% of Floor Space
Newspapers & Magazines (38 categories up to 500 titles)		23%
Regional Magazines along with all other categories	$1.99 – $16.99	
Books		10%
Best Sellers (Up to 200 titles, top 25 NY Times)	$7.99 – $30.00	
Gifts		3%
Greeting Cards	$2.50 – $4.99	
Electronics		5%
Power Source	$19.99	
Batteries	$3.99 – $4.99	
Film and Camera	$7.99 – $19.99	
iPod Accessories	$9.99 – $39.99	
Headphones	$7.99 – $59.99	
Misc – Mouse, Blue Tooth, CD Player, Travel Plug	$19.99 – $49.99	
Memory Cards	$39.99 – $49.99	
Four Winds Media Station w/DVD & CD's	$9.99 – $49.99	
Eyewear & Accessories		2%
Sunglasses	2 for $20/$12.99 EA	
Readers	2 for $20/$12.99 EA	
Eyewear Accessories	$5.99 – $12.99	
Travel Accessories		2%
Travel Locks	$2.99 – $14.99	
Luggage Tags	$2.99 – $9.99	
Eyemasks	$5.99 – $9.99	
Neckrests	$6.99 – $9.99	

D. CONCEPT DEVELOPMENT

52LL – BLUE SKY TRADERS

Merchandise Category & Description	Price Range	% of Floor Space
Travel Accessories cont.		
TSA Zip Top Bags	$5.99 – $9.99	
Travel Umbrellas	$9.99 – $19.99	
Luggage		3%
Rolling Luggage	$80.00 – 50% Off	
Rolling Satchel	$60.00 – 50% Off	
Rolling Shopper	$20.00 – 50% Off	
Tote	$20.00 – 50% Off	
Cosmetic Cases	$30.00 – 50% Off	
Travel Pillow Program		3%
Velvet Travel Pillow	2 for $20/$12.99 EA	
Spongee Travel Pillow	2 for $20/$12.99 EA	
Travel Blanket	2 for $20/$12.99 EA	
Critter Piller	2 for $20/$12.99 EA	
Travelkarts	2 for $20/$12.99 EA	
Cosmetic Cases and Duffels	$29.99 – $59.99 50% Off	
Professional Team Merchandise		4%
MLB Tees	$12.99 – $24.99	
MLB Fleece and Outerwear	$39.99 – $60.00	
MLB Ladies Apparel	$14.99 – $60.00	
MLB Headwear	$9.99 – $32.99	
MLB Youth Apparel	$12.99 – $50.00	
MLB Glassware	$4.99 – $19.99	
MLB Baseballs	$4.99 – $24.99	
Adult Apparel		4%
Adult Apparel Promo tees	2 for $20/$12.99 EA	

D. CONCEPT DEVELOPMENT

52LL – BLUE SKY TRADERS

Merchandise Category & Description	Price Range	% of Floor Space
Adult Apparel cont.		
Ladies Scoop Neck Tees	$16.99	
Adult Apparel L/S tees	$24.99/Sale $16.99	
Adult Garment Washed Sweats	$29.99/$39.99	
Adult Promo Sweats	$24.99	
Youth Apparel & Headwear		2%
Youth Tees	2 for $20/$12.99 EA	
Youth L/S Tees	$14.99	
Youth Fleece	$19.99	
Headwear	2 for $15/$9.99 EA	
Souvenir Hardgoods		5%
Postcards	.60¢/Buy 3 get 1 free	
Souvenir Pens/Pencils	.99¢ – $2.99	
Souvenir Key Chains	$2.99 – $6.99	
Souvenir Magnets	$2.99 – $6.99	
Souvenir Shot Glasses	$2.99 – $6.99	
Souvenir Mugs	$4.99 – $9.99	
Souvenir Travel Mugs	$9.99 – $19.99	
Souvenir Playing Cards	$3.99	
Personalized Zipper Pulls	$3.99	
Souvenir Snow Globes	$6.99 – $24.99	
Toys		4%
Assorted Activity Books	$4.99 – $14.99	
Jet Blue Airline Toys	$3.99 – $19.99	
Regional Plush	$6.99 – $49.99	
Souvenir Bears	$6.99	
Electronic Games	$9.99 – $19.99	

D. CONCEPT DEVELOPMENT

52LL – BLUE SKY TRADERS

Merchandise Category & Description	Price Range	% of Floor Space
Toys cont.		
Plush Pet Carriers	$12.99	
Convenience		30%
Cigarettes & Other Tobacco	$5.49 – $9.99	
Candy, Gum & Mints	.25¢ – $3.99	
Beverages	$1.49 – $1.99	
Snacks	.69¢ – $8.99	
Gourmet	.99¢ – $79.99	
Sundries – HBA	.99¢ – $6.99	

Please see Section **H. Proposed Management, Staffing, and Training** for a description of quality assurance procedures, customer service initiatives and policies, and employee recognition programs.

D. CONCEPT DEVELOPMENT

565C – CNBC EXPRESS NEW YORK

CNBC NEWS Express

Merchandise Category & Description	Price Range	% of Total Space
Newspapers & Magazines (38 categories up to 500 titles)		23%
Regional Magazines along with all other categories	$1.99 – $16.99	
Books		10%
Best Sellers (Up to 200 titles, top 25 NY Times)	$7.99 – $30.00	
Electronics		5%
Power Source	$19.99	
Batteries	$3.99 – $4.99	
Film and Camera	$7.99 – $19.99	
iPod Accessories	$9.99 – $39.99	
Headphones	$7.99 – $59.99	
Misc – Mouse, Blue Tooth, CD Player, Travel Plug	$19.99 – $49.99	
Memory Cards	$39.99 – $49.99	
Four Winds Media Station w/DVD & CD's	$9.99 – $49.99	
Gifts		3%
Greeting Cards	$2.50 – $4.99	
Eyewear & Accessories		2%
Readers	2 for $20/$12.99 EA	
Readers Accessories	$9.99 – $12.99	
Travel Accessories		2%
Travel Locks	$2.99 – $14.99	
Luggage Tags	$2.99 – $9.99	
Eyemasks	$5.99 – $9.99	
Neckrests	$6.99 – $9.99	
TSA Zip Top Bags	$5.99 – $9.99	

Jetblue Terminal 5 - John F. Kennedy International Airport

D. CONCEPT DEVELOPMENT

56SC – CNBC EXPRESS NEW YORK

CNBC NEWS Express

Merchandise Category & Description	Price Range	% of Floor Space
Travel Accessories cont.		
Travel Umbrellas	$9.99 – $19.99	
Luggage		3%
Rolling Luggage	$80.00 – 50% Off	
Rolling Satchel	$60.00 – 50% Off	
Rolling Shopper	$20.00 – 50% Off	
Tote	$20.00 – 50% Off	
Cosmetic Cases	$30.00 – 50% Off	
Travel Pillow Program		3%
Velvet Travel Pillow	2 for $20/$12.99 EA	
Spongee Travel Pillow	2 for $20/$12.99 EA	
Travel Blanket	2 for $20/$12.99 EA	
Critter Piller	2 for $20/$12.99 EA	
Travelkarts	2 for $20/$12.99 EA	
Cosmetic Cases and Duffels	$29.99 – $59.99 50% Off	
Souvenir Apparel		4%
Adult Apparel Promo Tees	$24.99/Sale $16.99	
Adult Promo Sweats	$24.99	
Youth Promo Tees	2 for $20/$12.99 EA	
Headwear	2 for $15/$9.99 EA	
Souvenir Hardgoods		6%
Postcards	.60¢/Buy 3 get 1 free	
Souvenir Pens/Pencils	.99¢ – $2.99	
Souvenir Key Chains	$2.99 – $6.99	
Souvenir Magnets	$2.99 – $6.99	
Souvenir Shot Glasses	$2.99 – $6.99	

Jetblue Terminal 5 - John F. Kennedy International Airport

D. CONCEPT DEVELOPMENT

565C – CNBC EXPRESS NEW YORK

CNBC NEWS Express

Merchandise Category & Description	Price Range	% of Floor Space
Souvenir Hardgoods cont.		
Souvenir Mugs	$4.99 – $9.99	
Souvenir Travel Mugs	$9.99 – $19.99	
Souvenir Playing Cards	$3.99	
Personalized Zipper Pulls	$3.99	
Souvenir Snow Globes	$6.99 – $24.99	
Convenience		30%
Cigarettes & Other Tobacco	$5.49 – $9.99	
Candy, Gum & Mints	.25¢ – $3.99	
Beverages	$1.49 – $1.99	
Snacks	.69¢ – $8.99	
Gourmet	.99¢ – $79.99	
Sundries – HBA	.99¢ – $6.99	

Please see Section **H. Proposed Management, Staffing, and Training** for a description of quality assurance procedures, customer service initiatives and policies, and employee recognition programs.

Jetblue Terminal 5 - John F. Kennedy International Airport

D. CONCEPT DEVELOPMENT

57CC – WFAN 66AM

Merchandise Category & Description	Price Range	% of Floor Space
Professional Team Merchandise: Yankees, Mets, Giants, Jets, Knicks, Rangers, and Islanders		100%
MLB/NFL/NBA/NHL Tees	$12.99 – $24.99	
MLB/NFL/NBA/NHL Fleece and Outerwear	$39.99 – $60.00	
MLB/NFL/NBA/NHL Ladies Apparel	$14.99 – $60.00	
MLB/NFL/NBA/NHL Headwear	$9.99 – $32.99	
MLB/NFL/NBA/NHL Youth Apparel	$12.99 – $50.00	
MLB/NFL/NBA/NHL Glassware	$4.99 – $19.99	
MLB/NFL/NBA/NHL Pens/Keychains/Magnets	$4.99 – $9.99	
MLB/NFL/NBA/NHL Baseballs	$1.99 – $9.99	
MLB Baseball Cards	$1.99 – $9.99	
Sports Collectibles	$9.99 – $149.99	
Sports Memorabilia	$49.99 – $999.99	

EXHIBIT F

PROHIBITED ITEMS

Concessionaire is prohibited from offering the following items in the Concessionaire Premises:

Vending machines

Pay telephones

Advertisements not pertaining to Concessionaire's operations in the Concessionaire Premises

Coin-operated amusement machines

ATM's

Hotel, motel, or ground transportation reservation information

Wi-Fi services

EXHIBIT G

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 Concessionaire and Concessionaire shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G and Sections 6.07 and 6.08 of the Sublease. 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.

Concessionaire as well as each bidder, contractor and subcontractor of Concessionaire and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Concessionaire 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. Concessionaire 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 Concessionaire and Concessionaire 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 Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and 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 (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 Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at lease 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 Concessionaire 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 Concessionaire and the Concessionaire shall itself and shall require the general contractor or other construction supervisor and each of the Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least 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 Concessionaire and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the 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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Concessionaire. 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.

EXHIBIT H
(Schedule G to the Consent)

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint 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 Concessionaire in its performance of the Sublease, Concessionaire shall use, to the maximum extent feasible and consistent with 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, 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.

ARTICLE XXVI. 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 (as may be increased by inflation, as provided in applicable Federal Regulations) and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management

and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the 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 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.

Concessionaire's breach of its obligations under 49 CFR Part 23 shall be a default by Concessionaire and shall entitle the Port Authority to exercise all of its contractual and legal remedies including revocation of the Consent.

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Sublandlord and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Sublandlord and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

RESERVED

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and Sublandlord seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and Sublandlord's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Sublandlord requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by Sublandlord from time to time as described in Section 8.03 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by Sublandlord from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if Sublandlord so desires, conduct a price comparison as outlined in Section 8.03 of this Sublease.. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a

suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Sublandlord in accordance with the Port Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Sublandlord in accordance with the Port Authority's street pricing policy.

EXHIBIT L

CONCESSIONAIRE'S PROPOSAL
IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about August 6, 2007, as amended.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 2ND day of FEBRUARY in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified In Queens County
My Commission Expires June 14, 20 11

FOR JETBLUE AIRWAYS CORPORATION

STATE OF NEW YORK)
) ss.
COUNTY OF QUEENS)

On the 22nd day of December in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared George Sarna, 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)

MITCHELL J. NADLER
Notary Public, State of New York
No. 02NA6080750
Qualified in New York County
Commission Expires 09/23/20 10

FOR SUBLESSEE

STATE OF Georgia)
) ss.
COUNTY OF Coweta)

On the 11 day of December in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Gregg Paradies, 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.

Deborah W. Croker
(notarial seal and stamp)

Deborah W. Croker
Notary Public
Coweta County, GA
My Commission Exp 8/8/2010