Torres Rojas, Genara FOIA#14178

From: douglas@deccanvalue.com
Sent: Wednesday, July 31, 2013 4:04 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; Qureshi, Ann
Subject: Freedom of Information Online Request Form

Information:

First Name: Douglas
Last Name: Holm
Company: Deccan Value Investors
Mailing Address 1: One Fawcett Place
Mailing Address 2:
City: Greenwich
State: CT
Zip Code: 06830
Email Address: douglas@deccanvalue.com
Phone: 2039837211
Required copies of the records: No

List of specific record(s):
Any contractsleases between SSP America possibly filed under Creative Host and Laguardia, Newark, and JFK airports. The contractsleases grant SSP America Creative Host the ability to operate restaurants, fast food, and other stores within the airports.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 19, 2013

Mr. Douglas Holm
Deccan Value Investors
One Fawcett Place
Greenwich, CT 06830

Re: Freedom of Information Reference No. 14178

Dear Mr. Holm:

This is a response to your July 31, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of any contracts/leases between SSP America possibly filed under Creative Host and LaGuardia, Newark, and JFK Airports. The contracts/leases grant SSP America Creative Host the ability to operate restaurants, fast food, and other stores within the airports.

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/14178-LPA.pdf. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (1) of the Code.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

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

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

Port Authority Permit No. AYC-685
Consent to Sublease No. AYE-183
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, made as of January 1, 2009 by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, having an office for the transaction of business at 225 Park Avenue South in the Borough of Manhattan, City, County and State of New York, JFK INTERNATIONAL AIR TERMINAL LLC (the "Lessee"), a New York limited liability company, having an office for the transaction of business at Terminal 4 at John F. Kennedy International Airport in the Borough and County of Queens, City and State of New York and SSP AMERICA, INC. (the "Sublessee"), a corporation organized and existing under the laws of the State of New York having an office for the transaction of business at 19465 Deerfield Avenue Lansdowne, VA 20176, whose representative is Patrick Murray.

WITNESSETH, That:

WHEREAS, the Port Authority and the Lessee have entered into that certain Agreement of Lease, dated May 12, 1997 and identified by the Port Authority of Lease, dated May 13, 1997 and identified by the Port Authority Lease No. AYC-685 (as the same has been heretofore supplemented and amended, the "Lease") covering certain premises (the "Premises") and rights and privileges at and in respect of Terminal 4 at John F. Kennedy International Airport (the "Airport"); and

WHEREAS, in accordance with the terms of the Lease, the Lessee and the Sublessee are entering into an agreement (the "Sublease"), a copy of which is attached hereto, under which the Lessee grants to the Sublessee the right to use and/or occupy certain areas and facilities (the "Subleased Premises") for the food and beverage concession purposes set forth in the Sublease, subject to the consent of the Port Authority and the execution of this Agreement by and among the Lessee, the Sublessee and the Port Authority;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements of all the parties hereto, the parties hereby agree as follows:

1. Consent to Sublease. On the terms and conditions contained in this Agreement, the Port Authority consents to the Sublease.

2. Subject to Lease. This Agreement is subject to the terms of the Lease and nothing contained herein shall be deemed to alter the rights, powers, privileges and obligations of either the Lessee or the Port Authority under the Lease. Nothing contained herein shall be deemed to grant to the Sublessee any rights not granted to the Lessee under the Lease.

3. No Waiver. The granting of the consent hereunder by the Port Authority shall not be deemed a waiver of its required consent to any other subleasing (including any subleasing by the Lessee or the Sublessee) or other transaction, or the use and occupancy of all or part of the Subleased Premises by any person other than the Sublessee. Any assignment of the Sublease, whether direct or indirect, by operation of law or otherwise, shall separately require the Port Authority's prior written consent. Except as expressly stated herein, this Agreement shall not constitute a waiver of any right of the Port Authority under the Lease or otherwise.

4. Changes to Sublease. The Sublease shall not be changed, discharged or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority, except as expressly set forth in the Lease.

5. Expiration without Notice. Notwithstanding anything contained in the Sublease, unless the Sublease shall have terminated or expired earlier in accordance with its terms, the Sublease and this Agreement shall expire without notice to the Sublessee on the day preceding the date of expiration or termination of the Lease.

6. Compliance with Lease. The Sublessee hereby agrees, to the extent applicable, to assume, observe, be bound by, comply with and be subject to all the terms, provisions, covenants and conditions of the Lease, to the same extent as if it were the Lessee under the Lease, including the obligations of the Lessee under the Lease dealing with use of the Premises, compliance with laws, compliance with Port Authority Rules and Regulations, refraining from prohibited activities and operations, rights of entry and non-discrimination, affirmative action, and ongoing affirmative action equal-opportunity commitment.

7. No Consent to Construction. Nothing contained in this Agreement or the Sublease shall constitute a consent to the erection of any structures or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Premises, including without limitation the installation of any signs at the Airport. No such construction or installation shall be performed without the prior written approval of the Port Authority in accordance with the provisions of the Lease.

8. Indemification. (a) The Sublessee shall indemnify and hold

harmless the Port Authority, its Commissioners, officers employees and representatives, as third party beneficiaries under this Agreement, from and against (and shall reimburse the Port Authority for its costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands (including claims and demands in respect of death, personal injury or property damage) arising out of the use or occupancy of the Premises by the Sublessee, or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers, representatives, agents and contractors and employees on the Premises or elsewhere at the Airport and its guests, invitees and business visitors on the Premises, or out of the acts or omissions of others on the Premises with the Sublessees consent, including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or through agreement of the Port Authority with the said City of New York.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and 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.

9. Insurance. (a) The Lessee named in the Lease and of which it constitutes an integral part (the "Lease"), in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Lease on a policy or policies of Commercial General Liability Insurance and Commercial Automotive Liability Insurance including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00
Commercial Automotive Liability Insurance Combined single limit per occurrence for death, Bodily injury and property damage liability:	$2,000,000.00
Workers' Compensation and Employers Liability Insurance Lessee's obligations under the applicable State Workers' Compensation Law for the employees of the Lessee employed in operations conducted pursuant to the Lease at or from the Facility	Statutory

In the event the Lessee maintains the foregoing insurance in limits greater than aforesaid, the

Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Lease.

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

(c) All insurance coverages and policies required under this Agreement may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Lessee. The Port Authority may, at any such time, require 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 and the Lessee shall promptly comply therewith.

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

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

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

10. Payments upon Lessee's Default. If (a) an Event of Default with respect to the Lessee's monetary obligations under the Lease has occurred and is continuing, (b) there are no longer any Passenger Terminal Bonds outstanding and (c) either (x) the Lessee is not pursuing dispute resolution procedures under Section 25 of the Lease or (y) the Lessee has not submitted a claim to a tribunal with jurisdiction over the matter, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee in the amount of such default. No such payment shall relieve the Lessee from any obligations under the Lease or under this Agreement, but all such payments shall be credited against the obligations of the Lessee and the Sublessee.

11. Activities Requiring Permit. The Sublessee is prohibited from performing any activities or services for others at the Sublease Premises or any other area at the Airport with respect to which a Port Authority permit is required, unless the Sublessee obtains the appropriate Port Authority permit and pays the relevant fees to the Port Authority and the Lessee, as applicable.

12. Late Charges. (a) If the Sublessee should fail to pay when due any amount required under this Agreement to be paid to the Port Authority, including any payment of fees, or any other amounts or charges and if any such amount is found as the result of an audit to have been due, then 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 (described below) during the entirety of which such amount remains unpaid.

(b) Each such late charge shall not exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods 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 (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been under this Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charges payable under the provisions of this Section, with respect to such unpaid amount.

(c) Nothing in this Section 12 shall be deemed to modify in any way

(x) any rights of the Port Authority under this Agreement or (y) any obligations of the Sublessee under this Agreement. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then in such event, each such late charge payable under this Agreement shall be payable instead at such legal maximum.

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

14. No Personal Liability. No commissioner, director, officer, agent, owner, member or employee of any party to this Agreement shall be personally charged or held contractually liable by or to any other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement, or because of any breach hereof, or because of its or their execution or attempted execution hereof.

15. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, and be construed in accordance with, the laws of the State of New York applicable to contracts made, and to be performed solely within, such state, without regard to choice of law principles.

16. Lease Controlling. In any conflict between the terms of the Lease, the Sublease and this Agreement, the terms of the Lease shall control.

17. Interpretation. References herein to the Sublessee shall mean and include the Sublessee and its officers, agents, employees and also others on the Premises or the Sublease Premises or the Airport with the consent of the Sublessee. The words "include" or "including" herein are not intended as words of limitation. The captions used in this Agreement are for convenience of reference only, and shall not be construed in any manner to define, limit or describe the scope or intent of the terms and provision of this Agreement.

18. Revocation. If any one or more of the following events shall occur:

(1) The Sublessee shall become insolvent or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement, including, without limitation, its reorganization or the readjustment of its indebtedness, under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or consent to the appointment

of a receiver, trustee, or liquidator of all or substantially all of its property; or

(2) By order or decree of a count the Sublessee shall be adjudged a bankrupt or an order shall be made approving a petition filed by any of its creditors seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof and any such judgment or order is not stayed or vacated within sixty (60) days after the entry thereof; or

(3) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Sublessee and such possession or control shall continue in effect for a period of sixty (60) days; or

(4) The Sublessee shall voluntarily abandon, desert or vacate the Subleased Premises or discontinue its operations at the Sublease Premises, or after exhausting or abandoning any right of further appeal, the Sublessee shall be prevented for a period of sixty (60) days by action of any governmental authority from conducting its operations at the Airport, regardless of the fault of the Sublessee; or

(5) The interest or estate of the Sublessee under the Sublease shall be transferred directly by the Sublessee or shall pass to or devolve upon, by operation of law or otherwise, any other person or entity without the prior written approval of the Port Authority, or the Sublessee shall become a constituent or possessor or merged or surviving entity in a merger, a constituent or resulting entity in a consolidation, or an entity in dissolution, in termination or in liquidation; or

(6) The Sublessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within thirty (30) days after notice from the Port Authority;

then upon the occurrence of any such event and at any time thereafter during the continuance thereof, the Port Authority may upon thirty (30) days' notice revoke this Agreement and the Port Authority's consent hereunder.

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

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

20. (a) The Sublessee specifically agrees, as part of its obligation to comply with all applicable laws, governmental rules, regulations and orders during the term of this Agreement, that it shall comply with 49 CFR Part 26 (Participation by Disadvantaged Business Enterprises in the Department of Transportation Financial Assistance Programs) and 49 CFR Part 23 (Participation by Disadvantaged Business Enterprises in Airport Concessions), as the same may be amended from time to time. In addition, the Port Authority may from time to time, by notice to the Sublessee, provide to the Sublessee specific provisions which it determines may be required by the afore-stated Part 26 and/or Part 23, to be attached to and form a part of this Consent Agreement. Such specific provisions, from the effective date of such notice, shall be deemed to constitute an integral part of this Agreement.

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

21. Basic Lease Provisions:

(a) Certain Definitions.

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

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

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

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

(i) This 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 Agreement for more than one (1) month in advance (excluding security and other deposits required under this Agreement);

(iii) With respect to this Agreement, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct agreement 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 Agreement, which shall provide the Port Authority with the right to revoke this 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 Agreement.

22. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this 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

Premises. The Sublessee recognizes the essential benefit to have continued and full operation of the Premises as a whole and the Premises as a transportation center. The Sublessee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

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

(b) Labor peace agreement. The Sublessee represents that, prior to or upon entering into this Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, if Exhibit X is inapplicable, a 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(3)) has sought to represent the employees of the Sublessee at the Airport or of the date of such notification.

(c) Employee Retention. If the Sublessee's concession at the Subleased Premises is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Subleased 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 Subleased Premises. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Subleased Premises 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 premises. 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. In the event the Sublessee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Agreement.

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

23. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the Port Authority's consent to the Sublease, and all prior oral or written representations, warranties and discussions among the parties relating to the subject matter of this Agreement are merged herein.

IN WITNESS WHEREOF, the Port Authority, and the Sublessee have executed these presents.

ATTEST:

Secretary

Secretary for Witness

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

David Kagan
Assistant Director
(Title) Business, Properties & Airport Development
(Seal)

ATTEST:

~~Secretary~~ Corp Controller

SSP AMERICA, INC.

By _____

Roger A. Worrell

(Title) ~~President~~ CFO
(Corporate Seal)

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

JFK INTERNATIONAL AIR TERMINAL LLC

By _____

(Name): Alain Maa

(Title) President Member/Manager
(Corporate Seal)

Corp. Seals

APPROVED FOR TRANSMITTAL	
FORM	TERMS
KG	SB

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 4 - USE AND OCCUPANCY PERMIT

JFK INTERNATIONAL AIR TERMINAL LLC, a New York limited liability company ("JFK IAT"), with an address at Terminal 4, Room 161.022, John F. Kennedy International Airport, Jamaica, New York 11430, in consideration of the fees to be paid and the covenants to be performed by the permittee named below ("Permittee") hereby grants to Permittee, subject to the provisions of this Use and Occupancy Permit and the Standard Terms and Conditions attached thereto, permission to use and occupy the space described below (the "Premises") for the purposes specified.

PERMITTEE: SSP America, Inc.

PERMITTEE'S ADDRESS: 19465 Deerfield Ave
Suit 105
Lansdowne, VA 20176

PREMISES: As of the Effective Date, Location Numbers and square feet as more particularly shown on Exhibit A. Exhibit A may be amended from time to time upon mutual agreement of both parties. The Premises are in and are part of Terminal 4 at JFK International Airport.

PURPOSES: Exclusive retail sale of food and beverages at Terminal 4 (excluding vending machine sales), provided that Permittee acknowledges and agrees that airlines operating at Terminal 4 have the right to provide food and/or beverages to their passengers without charge, and that airlines and/or third parties may be granted the right to operate passenger lounges at Terminal 4 in which food and/or beverages are served with or without charge to patrons of those lounges. In addition, Permittee shall be granted the non-exclusive right to provide catering services at Terminal 4. JFK IAT agrees not to provide any exclusive space to any other caterer seeking to establish a catering business at Terminal 4.

This Permit does not grant to Permittee the right to prepare or sell in-flight meals to airlines operating at Terminal 4. Should the Port Authority change its rules and allow in-flight catering from a Terminal 4 operator, JFKIAT shall allow Permittee to provide such in-flight catering services.

The operation of vending machines at Terminal 4 is only allowed with prior written approval of JFK IAT, which may be subject to further terms and conditions (including payment terms) and shall in no event be granted on an exclusive basis. The operation of mobile food and beverage vending carts at Terminal 4 shall be exclusively granted to Permittee.

Permittee further acknowledges and agrees that other concessionaires may be involved in the sale of packaged food, beverages and candies sold by gift shops or newsstands, provided that such products are not intended for immediate consumption.

Permittee agrees to enter into an agreement with any airline operating at Terminal 4 pursuant to which Permittee will agree to accept airline's vouchers for the provision of food and beverages to airline's passengers on terms and conditions reasonably mutually acceptable to both parties.

QUALITY, VALUE AND CUSTOMER SERVICE:

Permittee shall use its best efforts, in accordance with good business practices, to develop and operate at the Premises premier world-class retail stores that will support and advance the role of Terminal 4 in providing a grand and gracious arrival and a clean, efficient, convenient and comfortable departure from the Airport, consistent with the image and status of New York City as America's foremost international gateway. Permittee's retail program shall embody the Permittee's full commitment to quality, value and customer service. A "premier world-class" location is one that consistently scores within the top ten percent (10%) of industry-recognized surveys, including the International Airline Transport Association (IATA) Airport Monitor and Port Authority-sponsored surveys, which contain evaluations or ratings of passenger terminal retail programs, or specific components thereof, of the same type or class.

TERM:

The Term of this Permit shall begin on the Effective Date and terminate on May 9, 2026 (the "Expiration Date"), unless sooner terminated in accordance with the provisions herein or extended as set forth below.

RENT COMMENCEMENT DATE:

As indicated on Exhibit A per location.

SPACE FEE:

$ 00.00 (zero dollars and zero cents) per square foot per year (the "Initial Space Fee") for all locations other than storage locations. Notwithstanding the foregoing, if, at the Rent Commencement Date indicated for each location in Exhibit A, such location is not accessible to the traveling public, Permittee shall pay a prorated Space Fee of $75.00 per square foot per year until such time that such location is accessible for the travelling public, at which time the obligation to pay the Space Fee (with respect to that portion of the Premises) terminates and the obligation to pay the Percentage Fee commences. The foregoing notwithstanding, to the extent a delay in the opening of any location is not due to the fault of Permittee or not within the control of Permittee, Permittee shall not be assessed such $75.00 per square foot per year penalty. Permittee acknowledges that in order to meet the construction start dates, as set forth in its Exhibit D Proposal hereinafter referenced, Permittee must submit its Tenant Alteration Application to JFK IAT (for Port Authority submission) no later than two months prior to the applicable construction start date.

Notwithstanding anything set forth in Section 11.2 to the contrary, if, at Rent Commencement Date a portion of the Premises is not accessible for the travelling public, this shall not constitute an Event of Default under this Permit.

PERCENTAGE FEE:

The Percentage Fee shall be calculated on a cumulative, 12 month basis (as defined below), as follows and shall be payable as set forth in Section 3.1 hereof:

For food and non-liquor sales:
11.5 percent of Permittee's Gross Receipts up to and including $5,000,000.00;
14.5 percent of Permittee's Gross Receipts from and including $5,000,000.01 through $7,500,000.00;
15.5 percent of Permittee's Gross Receipts from and including $7,500,000.01 through $10,000,000.00;
17.5 percent of Permittee's Gross Receipts from and including $10,000,000.01 through $15,000,000;
19.5 percent of Permittee's Gross Receipts over $15,000,000.01.

For liquor sales:
15.5 percent of Permittee's Gross Receipts up to and including $2,000,000.00;
17.5 percent of Permittee's Gross Receipts from and including $2,000,000.01 through $5,000,000.00;
19.5 percent of Permittee's Gross Receipts over $5,000,000.01.

The 12 month period to determine the Percentage Fee threshold shall begin each May 1st and end each subsequent April 30th. The calculation of Gross Receipts to determine the Percentage Fee for the first contract period beginning the Effective Date and ending April 30, 2009 shall include the Gross Receipts for Permittee's operations under the Prior Agreement (as such term is defined herein) for the period May 2008 through the Effective Date herein.

The foregoing notwithstanding, the final full twelve month Percentage Fee threshold period shall be increased to include May 1, 2026 through May 9, 2026.

Notwithstanding Section 3.3, the term "Gross Receipts" shall further exclude (i) insurance proceeds and (ii) discounted and /or promotional meals initiated by JFK IAT.

RENT RELIEF:

Upon the opening of all of the New Concepts, as indicated on Exhibit A, Permittee shall receive a maximum rent credit of $500,000 for Location Number 374.008, a maximum rent credit of $500,000 for Location Number 317.001 (or alternative agreed to location) and a maximum rent credit of $750,000 for Location Number 362.013 to be taken as follows:

For the Location Number 374.008 and Location No. 317.001 (or alternative agreed to location) locations, Permittee shall receive a rent credit each month equaling fifty percent (50%) of the Percentage Fee due for each location provided that such credits shall not exceed $8,000 per month per location and that no credit shall be issued for either location beyond seven years from the issuance of the first credit.

For Location Number 362.013, Permittee shall receive a rent credit each month equaling fifty percent (50%) of the Percentage Fee due for such location provided that such credits shall not exceed $12,000 per month and that no credit shall be issued beyond seven years from the issuance of the first credit for such location.

UTILITIES:

- **CAM CHARGES:**

For the first year of operation, the estimated CAM charges shall be $ 16.00 per square foot for such year, payable in equal monthly installments of 1/12th of that amount. At the end of this period, the estimated CAM charges will be reconciled with the actual CAM charges due. For each subsequent year of operation, the CAM charges will be calculated by multiplying all CAM charges for the entire Terminal 4 by the Exclusive Space Factor.

Parties agree that the CAM charges are paid as a portion of the Percentage Fee. The first dollars of the Percentage Fee are to be considered CAM charges.

• **OTHER UTILITIES:**	As described in Section 5.4. The cost of the provision of access to the base building utilities for the concept to be built on the B Concourse, Gate B-28 shall be shared as follows. The first $60,000 shall be for JFK IAT's account and the next $40,000 shall be shared equally by both Parties. Any amount exceeding $100,000 to access the base building utilities shall be the responsibility of Permittee.
MINIMUM ANNUAL GUARANTEE:	$ 00.00 (zero dollars and zero cents) payable in advance in equal monthly installments of $ 00.00 (zero dollars and zero cents) (the "Monthly Installment")
STORAGE FEE:	$ 43.52 per square foot per year (the "Initial Storage Fee"), as adjusted beginning January 1, 2009 by any Annual CPI Percentage Increase, and payable in equal monthly installments of 1/12th of the Storage Fee then in effect. Parties agree that the first 3000 square foot of storage space will be free of charge.
MARKETING FEE:	0.5% of Permittee's Gross Receipts
PERMITTEE'S PROPOSAL:	Proposal dated July 30, 2008, attached hereto as Exhibit D. In the event of an inconsistency between the terms of the Permit and Permittee's Proposal, the Permit shall prevail.
SPECIAL HOURS OF OPERATION:	The food and beverage locations in the arrivals area shall be open for business on a 24-hour per day basis. The hours of operation for the food and beverage locations on the third level will be mutually agreed upon by Permittee and JFK IAT, based on customer demands; at least fifty percent (50%) of all locations at any one time shall be open for business no later than two (2) hours prior to the first scheduled aircraft departure from Terminal 4 and continuing until at least the completion of boarding for the last actual aircraft departure from Terminal 4 of a flight scheduled for departure therefrom the same day.
SECURITY DEPOSIT AMOUNT:	n/a
MINIMUM CAPITAL INVESTMENT:	Permittee agrees to make an initial Capital Investment for each New Concept location as set forth in Exhibit A (the "Minimum Capital Investment"). The total Minimum Capital Investment for all New Concept locations shall be $12,000,000. As of the Rent Commencement Date indicated on Exhibit A, if the total amount of Capital Investment by location as evidenced by paid invoices which are submitted to and approved by JFK IAT is less that the

Minimum Capital Investment, the difference ("Shortfall of Minimum Capital Investment") shall be payable to JFK IAT.

Notwithstanding the definition of "Capital Investment", parties agree that the architect and engineering costs, design and other professional fees, filing and permit fees and software and other similar costs shall not exceed approximately 15%.

REMODELING CAPITAL INVESTMENT:

Permittee shall make the following additional Capital Investment in the Premises:

By June 1, 2009, Permittee shall make a minimum additional Capital Investment of $85,000 in Location 319.025 (McDonald's).

In the year 2013, Permittee shall make a minimum additional total Capital Investment of $1,300,000 (in 2008 Dollars escalated by the Annual CPI Percentage) in Locations 318.011, 318.015, 319.021/319.017, 319.053 and 112.011.

In the year 2015, Permittee shall make a minimum additional total Capital Investment of $700,000 (in 2008 Dollars escalated by the Annual CPI Percentage) in Locations 317.001, 361.011, 318.019 and 318.057.

In the year 2020, Permittee shall make a minimum additional total Capital Investment of $700,000 (in 2008 Dollars escalated by the Annual CPI Percentage) in all locations.

By February 28, 2009, Permittee shall make a minimum additional Capital Investment of $50,000 in Location Number 319.053.

By the second quarter of 2009, Permittee shall make a minimum additional Capital Investment in the Retail Hall food court seating areas (including Location Number 319.013) of $577,566.

The Parties acknowledge that the foregoing Capital Investment obligations are intended to establish minimum guidelines. Permittee shall be obligated to make additional Capital Investments in order to maintain the standards required under this Agreement.

By December 15, 2009, Permittee shall make a minimum additional Capital Expense of $195,000 in the Production Kitchen at Location #417.005.

THE SEAFOOD BAR GROSS RECEIPTS

Should the actual Gross Receipts for the first twelve months of operations of The Seafood Bar (projected opening, June 15, 2009) not exceed One Million Dollars ($1,000,000), the Parties agree to enter into discussions to develop a remedial action plan which may include a complete concept change.

TEMPORARY UNITS CAPITAL INVESTMENT:

Permittee shall make a minimum capital investment of $100,000 by providing two temporary food service units (one pub style concept and one grab and go concept) which shall be included under the definition of Premises near Gate B-27 ("Temporary Units"). The Temporary Units shall be open and fully operating no later than August 31st, 2008 and shall close upon the opening of Z-Pizza (Gate B-28 concept). The foregoing notwithstanding, the Parties may agree to move the Temporary Units to other locations prior to the opening of Z-Pizza, but only upon mutual consent. Upon the closing or relocation of the Temporary Units, Permittee make an additional minimum Capital Investment of $450,000 by installing an additional temporary unit near gate B-27 to be included in the Premises described as the East Bar concept. The East Bar concept shall remain open until JFK IAT directs its closing upon sixty (60) days prior written notice.

MBE/WBE:

Permittee shall ensure that a minimum of twenty percent (20%) of total Gross Receipts shall be generated by a MBE/WBE enterprise, of which at least twelve percent (12 %) shall be provided by a MBE enterprise. The Parties acknowledge that until the New Concept at Location Number 361.011 with a qualified MBE/WBE partner is operating, Permittee may fall short of its obligations under this provision. Permittee agrees that should the Port Authority put JFK IAT on notice that it is not in compliance with its MBE/WBE obligations under the Terminal 4 Lease, Permittee will modify the Rent Commencement Date of such Location or make such other arrangements to bring its MBE/WBE obligation in compliance.

MCDONALDS:

It is acknowledged that as of the Effective Date, the McDonald's food concept, as set forth in Exhibit A, shall be operated by a registered MBE, as approved by the Port Authority. Should Permittee's agreement with this current McDonald's vendor be terminated for any reason, Permittee shall replace the current operator with an internationally renown fast food concept. In no event may the fast food concept in Location Number 319.025 be closed for a period greater than 120 days.

PERFORMANCE STANDARDS:

In addition to any obligations set forth in the Standard Terms and Conditions, Permittee shall meet the obligations set forth in the Quality and Customer Service Standards, attached hereto as Exhibit E. The Parties agree to engage an independent third party to administer a consumer survey in a form similar to the attached in Exhibit E. A bonus and penalty structure utilizing the survey results shall be created based on the sample Consumer Survey Action Plan, attached in Exhibit E. Permittee shall be responsible for the cost of implementing the survey. A test survey shall be performed no later than December 31, 2008.

PRIOR AGREEMENT:

It is acknowledged that Permittee and JFK IAT are parties to a Use and Occupancy Permit with an Effective Date of May 9, 2001 ("Prior Agreement"). Upon the execution of this Permit, as of the Effective Date herein, the Prior Agreement shall be terminated and have no force or effect except as provided in Paragraph 1.4 of the Standard Terms and Conditions.

ADDITIONAL SERVICE:

As described above under Purposes, Permittee may provide snack vending machine and beverage vending machines ("Vending Machines"), exact locations to be determined by JFKIAT, at its sole discretion. The revenues generated by the Vending Machines will be included in the definition of Permitee Gross Receipts and will be reported in Permittee weekly and monthly Gross Receipts reports to JFK IAT.

Permittee will submit to JFK IAT for approval a schedule for maintenance of the Vending Machines as well as an audit procedure. A Permittee customer service phone number shall be displayed prominently on each Vending Machine at all times. Permittee must replace any machine that is non-operational within 24 hours of notice by JFK IAT.

TERMINAL 4 EXPANSION:

In the event that JFK IAT decides to designate or create food and/or beverage locations in addition to those provided for in the plans in effect on the Effective Date, and provided Permittee is not in default of any of the terms and conditions under this Permit beyond the applicable grace and cure periods, Permittee shall have the option to occupy and use ten percent (10%) of the additional total square footage of Terminal 4 food and/or beverage locations, which occupation and use shall be governed by the terms and conditions of this permit, including without limitation, rental payments to and financial incentives from JFK IAT. Permittee shall also have a right of first offer for the remaining balance of any other food and beverage locations. If JFK IAT rejects Permittee's

offer, JFK IAT may not offer such locations on more favorable terms, including without limitation, rental payments to and financial incentives from JFK IAT, to any other party without offering those locations again to Permittee on such terms.

AMENDED AND RESTATED PRIOR AGREEMENT: It is acknowledged that Permittee and JFK IAT are parties to a Use and Occupancy Permit with an Effective Date of May 9, 2001 ("Prior Agreement"). Upon the execution of this Permit, as of the Effective Date herein, the Prior Agreement is hereby amended and restated in its entirety pursuant to the terms of this Permit (including the Standard Terms and Conditions attached hereto), and the Prior Agreement shall be terminated and have no force or effect except as provided in Paragraph 1.4 of the Standard Terms and Conditions. The Permittee's sublicense with McDonald's Corporation (the "Sublease") under the Prior Agreement that has been approved by JFK IAT shall continue under and subject to this Permit in accordance with the respective terms and conditions therein. Nothing in this Permit is intended to, and this Permit does not (a) extend or otherwise modify the respective commencement date or expiration date of the Sublease; (b) increase or otherwise modify the rents or other expenses payable under any of the Sublease; or (c) otherwise modify the Sublease, which will continue under and subject to this Permit as a continuation of the Prior Agreement.

EFFECTIVE DATE: 1/1/2009

This Permit is executed in three originals.

JFK IAT:
JFK INTERNATIONAL AIR TERMINAL LLC

By: **Alain Maca**
President 1/27/09

By: **Michael E. Sibilia** 1/26/09
Chief Financial Officer

PERMITTEE:
SSP AMERICA, INC.

By:
Name:
Title:

By:
Name: LES CAPPETTA
Title: PRESIDENT & CEO

EXHIBIT A - To the Use and Occupancy Permit
By and between JFK International Air Terminal LLC
and SSP America

Location	Sq Ft	Old Concept	New Concept	Capital Investment	Rent Commencement Date
317.001	3,500	Sam Adam's	The Palm	2,566,588	Dec 15 2009
361.011	2,350	Bar Avion	MBE Partner Concept	*547,852	Dec 15 2009
318.011	1,010	Kentucky Fried			
318.015	975	Wok n Roll			
318.019	1,000	Cucina Express	Upper Crust	512,406	Feb 15 2009
318.023	805	Beverage World	Seating	139,109	Feb 15 2009
319.013	975	ABP Seating			Mar 01 2009
319.017	780	Sbarro Seating		18,757	May 01 2009
319.021	1,000	Sbarro			
319.025	1,270	McDonald's			
318.057	586	Café Ritazza	Peet's Coffee Island	668,821	May 25 2009
319.053	1,400	Au Bon Pain (Retail)			
Main Hall West	325		Temp Pub Concept Seafood Bar	505,115	**Jun 15 2009 Dec 31 2009
374.008 374.010 374.012	2,817	Brooklyn Ale Pub	Buffalo Wild Wings/ Panapolis QSR/ Peet's To Go	1,377,295 522,100 304,834	Sep 25 2009 Sep 25 2009 Sep 25 2009
372.011 372.011 372.011	1,740 516	Gate B-23	Peet's Coffee/ Panda Express Seating	592,461 1,149,211	Sep 25 2009 Sep 25 2009 Sep 25 2009
B-28	830		Z Pizza	696,874	Jun 02 2009
362.013 362.015 362.017	2,987	Shannon's Bar	Tigin Irish Pub/ Peet's To Go/ Panapolis	1,554,405 304,834 539,338	Sep 25 2009 Sep 25 2009 Sep 25 2009
112.011	600	Au Bon Pain - Arrival			

* It is understood that as of the Effective Date this concept has not been agreed to. The Capital Investment requirement may be increased or decreased by mutual consent but in no event shall the Capital Investment for this concept be less than $350,000 and the actual Capital Investment for all New Concepts must not be less than $12,000,000.

** The Seafood Bar shall be rolled out in two phases. The first as a temporary pub concept to be rebranded as The Seafood Bar.

FIXED Rents [1]
Space Fees

Location	Sq Ft		$/SF in 2008
417.005	3,916	Kitchen - 4th Floor	0.00
318.025	350	Dishwasher Room	0.00
318.215	350	POS Room – storage rate	43.52
271.034	2,200	Storage - 2nd Floor	43.52
117.002	1,600	Storage - 1st Floor	43.52
171.005	780	Storage - 1st Floor	43.52
361.123	89	Storage - McDonalds	43.52
361.124	82	Storage – McDonalds	43.52

Note:

[1] Storage Space, First 3,000 Sq.Ft. Free,

AMENDMENT to the Terminal 4 – Use and Occupancy Permit dated as of April 1, 2009 by and between JFK International Air Terminal LLC, a New York limited liability company ("JFK IAT") and SSP America, Inc. ("SSP")

WITNESSETH:

WHEREAS, JFK IAT and SSP are parties to a Use and Occupancy Permit dated January 1, 2009 ("Agreement"), pursuant to which SSP provides food and beverage services at Terminal 4 at John F. Kennedy International Airport; and

WHEREAS, JFK IAT and Airline desire to amend certain provisions of the Agreement as set forth herein,

NOW, THEREFORE, effective April 1, 2009, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between JFK IAT and SSP that the Agreement shall be amended as follows:

1. Effective April 15, 2009, Location Number 371.012 by Gate B20 comprising 456 square feet shall be added to the definition of Premises as set forth on the Cover Page to the Agreement for the purposes of developing a "To Go" concept.

2. Effective May 15, 2009, Location Number 373.009 by Gate B25 comprising approximately 220 square feet shall be added to the definition of Premises for the purposes of developing a temporary "Fuel Bar" concept. Upon the opening of SSP's concepts at Locations 374.008, 374.010 and 374.012, the Parties shall discuss longer term options at the 373.009 location. Continuing operations at such location shall be by mutual consent.

3. Except as modified and changed by this Amendment, the Agreement remains in full force and effect between the parties.

ACCEPTED AND AGREED TO:

SSP AMERICA, INC.

By: _____
Name:
Title: Sr VP & Gen Counsel

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Alain Maca
President

By: _____
Michael E. Sibilia
CFO

SECOND AMENDMENT to the Terminal 4 – Use and Occupancy Permit dated as of December 31, 2009 by and between JFK International Air Terminal LLC, a New York limited liability company ("JFK IAT") and SSP America, Inc. ("Permittee")

W I T N E S S E T H:

WHEREAS, JFK IAT and Permittee are parties to a Use and Occupancy Permit dated January 1, 2009 ("Agreement"), pursuant to which Permittee provides food and beverage services at Terminal 4 at John F. Kennedy International Airport; and

WHEREAS, JFK IAT and Permittee desire to amend certain provisions of the Agreement as set forth herein,

NOW, THEREFORE, effective April 1, 2009, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between JFK IAT and Permittee that the Agreement shall be amended as follows:

1. Exhibit A shall be deleted and replaced with Exhibit A-1 dated December 31, 2009, attached hereto.

2. The date for which Permittee is required to make an additional Capital Investment of $85,000 in Location 319.025 (McDonald's), as set forth in the Remodeling Capital Investment paragraph in the Cover Page to the Agreement shall be deleted and replaced with June 1, 2010.

3. Effective May 27, 2009, Location 373.009 comprising 220 square feet shall be added to the definition of Premises for the purposes of developing a temporary Sam Adams pub style concept. In addition, effective September 25, 2009, Permittee will develop a temporary Sam Adams pub style concept in 450 square feet of Location 319.013. The duration of these temporary units shall be agreed to by mutual consent.

4. Effective January 1, 2009, the CAM charge allocation as set forth on the Cover Page shall be deleted and replaced with a monthly CAM charge allocation of $20,729 irrespective of the square footage of the Premises.

5. Except as modified and changed by this Amendment, the Agreement remains in full force and effect between the parties.

ACCEPTED AND AGREED TO:

SSP AMERICA, INC.

By:
Name:
Title: President

JFK INTERNATIONAL AIR TERMINAL LLC

By:
Alain Maca
President

By:
Michael E. Sibilia
CFO

4/27/2010

EXHIBIT A-1 dated December 31, 2009
to the Use and Occupancy Permit
by and between JFK Iternational Air Terminal LLC
and SSP America

Location	Sq Ft	Old Concept	New Concept	Capital Investment	Rent Commencement Date
317.001	3,716	Sam Adam's	The Palm	2,566,588	Dec 26 2009
361.011	2,350	Bar Avion	MBE Partner Concept	*547,852	Dec 15 2010
318.011	1,010	Kentucky Fried			
318.015	975	Wok n Roll			
318.019	1,000	Cucina Express	Upper Crust	512,406	Mar 06 2009
318.023	805	Beverage World	Seating	139,109	Mar 06 2009
319.013	975	ABP Seating			
319.017	780	Sbarro Seating		18,757	Jan 1 2010
319.021	1,000	Sbarro			
319.025	1,270	McDonald's			
318.057	586	Café Ritazza	Peet's Coffee & Tea	668,821	July 07 2009
319.053	1,400	Au Bon Pain (Retail)			
318.063	406		Seafood Bar	505,115	June 17 2009
374.008	1,617	Brooklyn Ale Pub	Buffalo Wild Wings	1,377,295	Dec 11 2009
374.010	600		Panopolis	522,100	Nov 25 2009
374.012	600		Peet's Coffee & Tea	304,834	Nov 25 2009
374.013	1,230		Fuel Bar		Apr 3 2009
371.012	456		To Go		Apr 17 2009
372.011	2,256	Gate B-23	Peet's Coffee & Tea	592,461	May 11 2009
			Panda Express	1,149,211	May 11 2009
			Seating		May 11 2009
376.010	830		Z Pizza	696,874	May 15 2009
362.013	1,787	Shannon's Bar	Tigin Irish Pub/	1,554,405	May 30 2010
362.015	600		Peet's Coffee & Tea	304,834	May 30 2010
362.017	600		Panopolis	539,338	May 30 2010
112.011	600	Au Bon Pain - Arrival			

* It is understood that as of the Effective Date this concept has not been agreed to. The Capital Investment requirement may be increased or decreased by mutual consent but in no event shall the Capital Investment for this concept be less than $350,000 and the actual Capital Investment for all New Concepts must not be less than $12,000,000.

FIXED Rents [1]
Space Fees

Location	Sq Ft		$/SF in 2008
417.005	3,916	Kitchen - 4th Floor	0.00
318.025	350	Dishwasher Room	0.00
318.215	350	POS Room – storage rate	43.52
271.034	2,200	Storage - 2nd Floor	43.52
117.002	1,600	Storage - 1st Floor	43.52
171.005	780	Storage - 1st Floor	43.52
361.123	89	Storage - McDonalds	43.52
361.124	82	Storage – McDonalds	43.52

Note:
[1] Storage Space, First 3,000 Sq.Ft. Free;

THIRD AMENDMENT to the Terminal 4 – Use and Occupancy Permit dated as of May 1, 2010 by and between JFK International Air Terminal LLC, a New York limited liability company ("JFK IAT") and SSP America, Inc. ("Permittee")

W I T N E S S E T H:

WHEREAS, JFK IAT and Permittee are parties to a Use and Occupancy Permit dated January 1, 2009, as amended April 1, 2009 and December 31, 2009 ("Agreement"), pursuant to which Permittee provides food and beverage services at Terminal 4 at John F. Kennedy International Airport; and

WHEREAS, JFK IAT and Permittee desire to amend certain provisions of the Agreement as set forth herein,

NOW, THEREFORE, effective January 1, 2010, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between JFK IAT and Permittee that the Agreement shall be amended as follows:

1. The Rent Relief provision in the Cover Page to the Agreement shall be deleted and replaced as follows:

   "Upon the opening of each location, as indicated below, Permittee shall receive a maximum rent credit of $500,000 for Location Number 374.008, a maximum rent credit of $500,000 for Location Number 317.001 and a maximum rent credit of $750,000 for Location Number 362.013 to be taken as follows:

   Effective January 1, 2010 for **Location Number 374.008** and **Location Number 317.001**, Permittee shall receive a rent credit each month equaling fifty percent (50%) of the Percentage Fee due for each location provided that such credits shall not exceed $16,000 per month per location and that no credit shall be issued for either location beyond four (4) years from the issuance of the first credit.

   Effective June 1, 2010 for **Location Number 362.013**, Permittee shall receive a rent credit each month equaling fifty percent (50%) of the Percentage Fee due for such location provided that such credits shall not exceed $24,000 per month and that no credit shall be issued beyond four (4) years from the issuance of the first credit for such location."

2. The Parties acknowledge that the square footage for Location Number 417.005 in Exhibit A is incorrectly identified. Exhibit A shall be modified to reflect Location 417.005 is 3,161 square feet.

3. Except as modified and changed by this Amendment, the Agreement remains in full force and effect between the parties.

ACCEPTED AND AGREED TO:

SSP AMERICA, INC.

By: _____
Name:
Title:

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Alain Maca
President

By: _____ 6/30/2010
Michael E. Sibilia
CFO

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

Initialed:

For the Port Authority

For the Lessee

For the Sublessee

IT Form applies to DSS
MUST SIGN and VALIDATE
MUST SIGN ON SSP Letterhead
Otherwise Letter is not
OFFICIAL & applies.
All Eligibility Letters

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

SSP AMERICA, 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:
SSP AMERICA, INC

BY: _____

DATE: 6/1/12

FOR THE UNION: UNITEHERE
[Insert Name of Labor Organization]

BY: _____

DATE: 6/1/12

Initialed:

_____
For the Port Authority

_____
For the Sublessee

_____
For the Permittee

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 20th day of December 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, 2016

FOR SSP AMERICA, INC.

STATE OF Virginia)
) ss.
COUNTY OF Loudoun)

On the 1st day of June in the year 2012 before me, the undersigned, a Notary Public in and for said state, personally appeared Roger A Worrell, 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)

TERRY D. GIBSON
NOTARY PUBLIC
REGISTRATION #

TERRY D. GIBSON
NOTARY PUBLIC
REGISTRATION # 299434
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
OCTOBER 31, 2015

FOR JFK INTERNATIONAL AIR TERMINAL LLC

STATE OF NY)
) ss.
COUNTY OF Queens)

On the 8th day of June in the year 2012 before me, the undersigned, a Notary Public in and for said state, personally appeared Alan Maca, 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)

LAWRENCE T HURWITZ
ATTORNEY AND COUNSELOR AT LAW
NO. 02HU6089062
QUALIFIED IN KINGS COUNTY
TERM EXPIRES MARCH 17, 2015

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

:For Port Authority Use Only :
:
: ANB-443 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE: GLADCO ENTERPRISES, INC., d/b/a Fado's Restaurant**, a corporation incorporated under the laws of the State of Pennsylvania.
3. **PERMITTEE'S ADDRESS:** 16955 Via Del Campo, Suite 110
   San Diego, CA 92127
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Sayed Ali
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of September 24, 2003
8. **EXPIRATION DATE:** December 31, 2010 or the 7th anniversary of the Rent Commencement Date, whichever is the later to occur, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28, SPECIAL**

Dated: As of September 24, 2003

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of September 24, 2003

By _____

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

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____
FRANCIS A. DIMOLA
ASSISTANT DIRECTOR
AVIATION DEPT.

(Title)

CONSENTED AND AGREED TO
BY CREATIVE HOST SERVICES, INC.
Guarantor
as of September 24, 2003

By _____ 12/11/03
Sayed Ali

(Title) President

GLADCO ENTERPRISES, INC.
Permittee

APPROVED:
FORM | TERMS
MJ | SB
AKT

By _____ 12-18-03
Louis Coccoli

(Title) President

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

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

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

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

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

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

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

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

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

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

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

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

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

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

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

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

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

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

13. As used herein:

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

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

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

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

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

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

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

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

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

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

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

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

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

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

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

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

The Permittee shall

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

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

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

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

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

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

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

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

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

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

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

SCHEDULE

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

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance

required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Exhibit A

[Form of Guaranty to be attached]

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of September 24, 2003 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class full service (i.e., wait service) sit-down Portuguese/Spanish themed restaurant concession facility for the primary sale

of food and non-alcoholic beverages (approximately 60% of the Permittee's total gross receipts) and alcoholic beverages (approximately 40% of the Permittee's total gross receipts) and incidental "Fado's Café" logo merchandise. Accordingly, the Permittee shall offer the following: the primary sale of breakfast (only during the early morning hours between 5:30 am to 10:30 am), lunch and dinner items and non-alcholic beverages including a variety of freshly prepared breakfast entrees and side orders, a wide variety of freshly prepared lunch and dinner appetizers, entrees, soups, salads and desserts and an assortment of non-alcholic beverages (hereinafter collectively called "Category A Products"); (ii) the sale of a wide variety of well spirits, liquors, fine wines, (domestic and international) and a wide selection of draft or bottled international and domestic beers (hereinafter collectively called "Category B Products"); and (iii) as incidental to the primary operation as aforesaid, the sale at retail of proprietary "Fado's Café" logo merchandise and memorabilia limited to T-shirts, mugs, glasses, a selection of recorded fado music (not to exceed 5 titles) and ancillary items which incorporate fado music memorabilia or proprietary "Fado's Café" logo merchandise (hereinafter collectively called "Category C Products"), provided, however, that the display and sale of all such Category C Products shall not exceed 2% of the sales area of the floor area of the concession; and for no other purpose whatsoever. The Permittee, at its own cost and expense, shall be responsible for purchasing or otherwise obtaining a full liquor license relative to the sale of alcoholic beverages from the concession prior to the opening of the concession for business to the public which shall be maintained by the Permittee, in accordance with law, throughout the period of permission granted under this Permit. The Permittee shall comply in all respects with the New Jersey liquor laws.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery

tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

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

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other

revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be

included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amounts" shall mean

(i) 8% of all gross receipts from Category A Products in excess of Seven Hundred Thirty-seven Thousand Five Hundred Dollars and No Cents ($737,500.00) per annum (hereinafter called the "Exemption Amount A");

(ii) 13% of all gross receipts from Category B Products in excess of Four Hundred Eighty-seven Five Hundred Dollars and No Cents ($487,500.00) per annum (hereinafter called the "Exemption Amount B"); and

(iii) 16% of all gross receipts from Category C Products in excess of Twenty-five Thousand Dollars and No Cents ($25,000.00) per annum (hereinafter called the "Exemption Amount C"),

as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amounts shall equal one-twelfth of the Annual Exemption Amounts.

(vi) "PA Share" shall mean Twenty percent (20%)

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Twenty-five Thousand Dollars and No Cents ($125,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ten Thousand Four Hundred Sixteen Dollars and Sixty-seven Cents ($10,416.67), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the

Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

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

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of

(iv) 8% of all gross receipts from Category A Products in excess of Exemption Amount A;

(v) 13% of all gross receipts from Category B Products in excess of Exemption Amount B; and

(vi) 16% of all gross receipts from Category C Products in excess of Exemption Amount C,

of all gross receipts of the Permittee in excess of the Monthly exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The

time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentages stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amounts, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amounts, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Monthly Exemption Amounts, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amounts are decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand.

In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority the PA Share of all rent payable under this Permit and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) 90 days following delivery of the Space to the Permittee or

(c) January 1, 2004,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

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

(a) The last three sentences of Section l of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

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(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

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

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) The following clause shall be deemed to have been added to the first sentence of Section 8: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the

pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

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

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

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(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

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

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between

the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

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

(d) (i) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(ii) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

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(1) Notwithstanding anything to the contrary stated in Sections 6.03 and 27.33 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Sections 6.03 and 27.33.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, no unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its

obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

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

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount

of Thirty Thousand Dollars and No Cents ($30,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is
(Ex. 1) for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of

credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee shall provide and maintain a full force and effect throughout the effective period of the permission granted under this Permit a contract of absolute and unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Permittee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of Guaranty shall be in the form annexed to this Permit as Exhibit A, shall be executed by Creative Host Services, Inc., a corporation organized under the laws of the State of California, with an office and place of business at 16955 Via Del Campo, Suite 110,San Diego, California 92127, in favor of the Port Authority and the Airline and shall constitute part of the security deposit of the Permittee. Creative Host Service, Inc. expressly agrees that with regard to its Guaranty the term "Sublease" shall be deemed also to include this Permit and accordingly, such contract of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

For the Port Authority

Initialed:

For the Permittee

For the Airline

For the Guarantor

Exhibit A

[Form of Guaranty to be attached]

GUARANTY

THIS GUARANTY ("Guaranty") is made and entered into as of this ___ day of _____, ____, by _____ ("Guarantor"), to and for the benefit of **CONTINENTAL AIRLINES, INC.** ("Landlord") and **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Authority").

WITNESSETH:

WHEREAS, Landlord and _____ ("Tenant") have entered into that certain sublease dated _____, (the "Sublease"), for the Premises located in Terminal C of Newark International Airport, as more fully described in the Sublease;

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Sublease, that Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord and the Authority, and their respective successors and assigns, for and with respect to all of Tenant's obligations under this Sublease.

2. Guarantor does hereby covenant and agree to and with Landlord and the Authority, that if default shall at any time be made by Tenant, in the payment of any such rents or other sums or charges payable by Tenant under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord and the Authority all damages and all costs and expenses that may arise in consequence of any default by Tenant, under the Sublease (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord or the Authority being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-

observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord or the Authority of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is duly incorporated, validly existing and in good standing under the laws of the State of Delaware; (b) the making, executing and delivery of this Guaranty does not require any vote or consent of either the Board of Directors or shareholders of Guarantor; and (c) that the officer executing this Guaranty has been duly authorized.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any

action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord and the Authority, and their respective successors and assigns. The word "Tenant" is used herein to include each and every of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTEST: **(Insert Guarantor)**

_____ By_____(SEAL)

Address: _____
_____
_____

Telephone: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 200__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the _____ and _____ known to me to be the _____, of _____, the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

_____
Notary Public in and for
said County and State

(SEAL) My Commission Expires_____

AVIATION DEPT.
FILE COPY
CORPORATION

ANB-443

GUARANTY

THIS GUARANTY ("Guaranty") is made as of this 24th day of September, 2003, by **CREATIVE HOST SERVICES, INC.**, a California corporation ("Guarantor"), to and for the benefit of **CONTINENTAL AIRLINES, INC.**, ("Landlord") and **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Authority").

WITNESSETH:

WHEREAS, Landlord and GladCo Enterprises, Inc. ("Tenant") have entered into that certain sublease dated September 24, 2003 ("Sublease"), for the Premises more commonly known as Space No. 31 located in Terminal C of Newark Liberty International Airport, as more fully described in the Sublease;

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Sublease, that Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord and the Authority, and their respective successors and assigns, for and with respect to all of Tenant's obligations under this Sublease.

2. Guarantor does hereby covenant and agree to and with Landlord and the Authority, that if default shall at any time be made by Tenant, in the payment of any such rents or other sums or charges payable by Tenant under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord and the Authority all damages and all costs and expenses that may arise in consequence of any default by Tenant, under the Sublease (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord or the Authority being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against Guarantor, without the

necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord or the Authority of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is duly incorporated, validly existing and in good standing under the laws of the State of California; (b) that the execution and delivery of this Guaranty has been duly authorized by the Board of Directors or members of Guarantor; (c) the making of this Guaranty does not require any vote or consent of shareholders of Guarantor; and (d) that the officer executing this Guaranty has been duly authorized to execute the same by its Board of Directors or members.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord and the Authority, and their respective successors and assigns. The word "Tenant" is used herein to include each and every of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTEST:

Takhania

CREATIVE HOST SERVICES, INC.,
a California corporation

By Sayed A (SEAL)

Address: 16955 Via del Campo
Suite 110
San Diego CA 92127

Telephone: (858) 675-7711

STATE OF California)
) SS
COUNTY OF San Diego)

On this 22 day of September, 2003, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Saeed Ali known to me to be the President and Tasneem Vohraria known to me to be the Executive VP., of Creative Host Services Inc., the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

Charlie Magnan
Notary Public in and for said County and State

(SEAL)

CHARLIE MAGNAN
Commission # 1411455
Notary Public - California
Riverside County
My Comm. Expires Apr 16, 2007

My Commission Expires 4/15/2007

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-087 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** SSP AMERICA GLADCO, INC., a corporation organized under the laws of the State of Pennsylvania
3. **PERMITTEE'S ADDRESS:** 19465 Deerfield Avenue, Suite 105
   Lansdowne, Virginia 20176
4. **PERMITTEE'S REPRESENTATIVE:** Roger Schwandtner
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** December 9, 2009
8. **EXPIRATION DATE:** November 30, 2016, subject to Special Endorsement No. 15 of this Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, Exhibit X, Schedule G, and Specials

Dated: As of December 9, 2009

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____
Ronald DeRose
Asst Director, GBAS

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of December 9, 2009

(Title) Kate Gebo
By Kate Gebo

(Title) VP CRE President

SSP AMERICA GLADCO, INC., Permittee

By: Les Cappetta

Print Name: Les Cappetta

Title: President

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

OK

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

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

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

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

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

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

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

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

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

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

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

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

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

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

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

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

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

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

13. As used herein:

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

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

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

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

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

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

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

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

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

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

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

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination

and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement 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 Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

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

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

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

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

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

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

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

The Permittee shall

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

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

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

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

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

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

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

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

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

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

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

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

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

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

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

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

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

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

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

SCHEDULE

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

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance

required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of July 21, 2009, as amended by a First Amendment to Sublease, dated as of November 17, 2009 (hereinafter, collectively called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class food and beverage concessions at the Terminal, using the trade name "Le Grand Comptoir", offering the following food and beverage: an assortment of tapas, soups, sandwiches, salads, cheese plates, pastries, an assortment of breakfast items and signature items featured in Le Grand Comptoir restaurants, alcoholic beverages including premium draught beers, domestic and imported bottled beers, spirited alcohol, with an emphasis on white and red wines and non-alcoholic beverages, such as coffee

based products, teas, sodas, bottled water and bottled juices, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder

commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the

Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage rent" shall have the meaning ascribed to it in paragraph (c) of this Special Endorsement..

(vi) "PA Share" shall mean have the meaning ascribed to it in paragraph (f) of this Special Endorsement.

(b) (I) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Seventy-five Thousand Dollars and No Cents ($175,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Fourteen Thousand Five Hundred Eighty-three Dollars and Thirty-three Cents ($14,583.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

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

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of (i) 12% of all gross receipts from food and non-alcoholic beverage products and (ii) 14% of all gross receipts from alcoholic beverage products, which is in excess of the Guaranteed Rent arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the Guaranteed Rent is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

(h) Notwithstanding anything to the contrary contained in this Permit, the Permittee shall not be obligated to pay Guaranteed Rent or Percentage Rent during the period in which the Permittee is performing work in the Premises and is unable to remain open for business to the public ("Temporary Abatement Period"); provided, however, in no event shall the Temporary Abatement Period exceed a total of ninety (90) days except as described in Section 2 of the First Amendment to Sublease. It is currently anticipated that the Space shall be closed for the performance of the Permittee's work on or about January 4, 2010 and currently anticipated to be reopened for business o or about April 6, 2010. The Temporary Abatement Period shall commence on the date of the actual closing of the Space for business to the public and shall expire on the early to occur of: (i) the actual date that the Permittee reopens the Space for business to the public; or (ii) ninety (90) days from the actual closing of the Space for business to the public, as confirmed in a letter from the Port Authority to the Permittee.

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3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) December 9, 2009

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

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

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

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It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

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

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours

requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

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

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to

any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

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

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any

part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

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

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

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(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps

to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Forty-three Thousand Five Hundred Dollars and No Cents ($43,500.00). 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. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the

Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

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

14. Labor Harmony at the Airport

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

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the 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 appropriate including, without limitation, revocation of this Permit.

Special Endorsements

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

(c) Employee Retention. If the Permittee'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 Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte 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 Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

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

Initialed:

OAC
For the Port Authority

LKC
For the Permittee

KG
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

SSP America Gladco, 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:

SSP AMERICA GLADCO, INC.

BY: _____

DATE: _____

FOR THE UNION:

[Insert Name of Labor Organization]

BY: _____

DATE: _____

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.

OAC
For the Port Authority

Initialed: LAC
For the Permittee

KG
For the Airline

THE PORT AUTHORITY OF NY & NJ

April 13, 2012

SSP America Gladco, Inc.
19465 Deerfield Avenue, Suite 105
Lansdowne, Virginia 20176

Attn: Leslie K. Cappetta

RE: SSP AMERICA GLADCO, INC. ANB-443 DATED AS OF SEPTEMBER 24, 2003

Dear Mr. Cappetta:

The Port Authority of New York and New Jersey (the "**Port Authority**") has heretofore issued you the captioned Permit (the "**Permit**"), granting the privileges or permission set forth therein with respect to Newark Liberty International Airport.

The Port Authority hereby offers to extend the effective period of the permission granted by the Permit to and including **March 30, 2013** subject to earlier termination or revocation, as provided in the Permit, on the following terms:

(1) In the event the Port Authority exercises its right to revoke or terminate the Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under the Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same);

(2) In the event that, upon conducting an examination and audit, as provided in the Permit, the Port Authority determines that unpaid amounts are due to the Port Authority from the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid and due. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority from the Permittee under the Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late

Conrad Road, Building #1
Newark, NJ 07114
T: 212 435 7000

charge(s) or other service charge(s), if any, payable under the provisions of the Permit 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 under the Permit. Nothing herein is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under the Permit, including without limitation the Port Authority's rights to revoke the Permit or (ii) any obligations of the Permittee under the Permit;

(3) This extension shall become effective upon the expiration date set forth in the Permit;

(4) All obligations undertaken by the Permittee pursuant to the Permit and the Supplement(s) thereto, if any, and pursuant to the Alteration Permit(s), if any, issued in connection therewith, shall remain in full force and effect;

(5) Except as hereby modified, all the provisions of the Permit and of such Supplement(s), if any, shall be and remain in full force and effect; and

(6) Acceptance of this offer by the Permittee, evidenced by signing and returning the enclosed duplicate of this letter, shall be received in this office within fifteen (15) days of the date of this letter.

Very truly yours,

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Senior Manager
Concessions & Central Agreements
Aviation Department

The foregoing offer is accepted on the terms set forth therein.

SSP-AMERICA GLADCO, INC.

By _____

Name: _____
(Please Print Clearly)

Title: EVP

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.

By _____

Name: Gavin Molloy
(Please Print Clearly)

Title: Managing Director
Airport Affairs

Consented and Agreed to by
CREATIVE HOST SERVICES, INC.
Guarantor

By _____

Name: _____
(Please Print Clearly)

Title: _____

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